

**AGENDA**  
**KEIZER CITY COUNCIL**  
**REGULAR SESSION**  
Monday, December 18, 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**

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**

- a. Aromas Fusion Bistro Liquor License Application

8. **ADMINISTRATIVE ACTION**

9. **CONSENT CALENDAR**

- a. **RESOLUTION** – Authorizing the City Manager to Award and Enter Into an Agreement with K & E Excavating, Inc. for Construction of Dearborn Bridge Replacement Project
- b. **RESOLUTION** – Authorizing the City Manager to Purchase Ford K8A AWD Police Interceptor Utility Vehicle and Ford Explorer 4WD Utility Vehicle for Police Department

- c. RESOLUTION – Authorizing the Mayor to Enter Into Oregon Public Works Emergency Response Mutual Aid Agreement
- d. RESOLUTION – Approval of Field Usage Rates for the 2018 Season at Keizer Little League City Park
- e. RESOLUTION – Authorizing the City Manager and Chief of Police to Sign Memorandum of Understanding No. 7 Relating to 2015-2018 Collective Bargaining Agreement
- f. RESOLUTION – Authorizing Community Development Director to Sign Intergovernmental Agreement with State of Oregon for Revitalization Plan
- g. Approval of December 4, 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

January 2, 2018 (Tuesday)  
7:00 p.m. City Council Regular Session

January 8, 2018  
5:45 p.m. – City Council Work Session

January 16 2018 (Tuesday)  
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 [davist@keizer.org](mailto:davist@keizer.org) 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.

**CITY COUNCIL MEETING: December 18, 2017**

**AGENDA ITEM NUMBER: \_\_\_\_\_**

**TO: MAYOR CLARK AND CITY COUNCIL MEMBERS**

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

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

**SUBJECT: AROMAS FUSION BISTRO – LIQUOR LICENSE APPLICATION**

**BACKGROUND:**

On November 17, 2017 the City received an application for a new liquor license for Aromas Fusion Bistro which will be located at 3400 River Road North, Keizer, Oregon. The application is for a full on-premises license and the applicant is Jose Antonio Gonzalez. As required by Keizer Ordinance a public hearing was scheduled; notice was published and mailed to all property owners within 200 feet of the proposed establishment. The Keizer Police Department reports a clear background check on the applicant. In addition, the Keizer Community Development Department finds the location of the establishment to be properly zoned and has no additional comment on the application.

**RECOMMENDATION:**

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



OREGON LIQUOR CONTROL COMMISSION

## LIQUOR LICENSE APPLICATION

**LICENSE FEE:** Do not include the license fee with the application (the license fee will be collected at a later time).

**APPLICATION:** Application is being made for:

- ☐ Brewery  
☐ Brewery-Public House  
☐ Distillery  
☒ Full On-Premises, Commercial  
☐ Full On-Premises, Caterer  
☐ Full On-Premises, Passenger Carrier  
☐ Full On-Premises, Other Public Location  
☐ Full On-Premises, Nonprofit Private Club  
☐ Full On-Premises, For-Profit Private Club  
☐ Grower Sales Privilege  
☐ Limited On-Premises  
☐ Off-Premises  
☐ Off-Premises with Fuel Pumps  
☐ Warehouse  
☐ Wholesale Malt Beverage & Wine (WMBW)  
☐ Winery

## CITY AND COUNTY USE ONLY

Date application received November 17, 2017

Name of City or County \_\_\_\_\_

Recommends this license be \_\_\_\_ Granted \_\_\_\_ Denied

By \_\_\_\_\_

Date \_\_\_\_\_

## OLCC USE

Application received by MTDate 10/19/17License Action: N/O

## 1. LEGAL ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license:

Applicant #1

3 Colibris LLC

Applicant #2

Applicant #3

Applicant #4

## 2. Trade Name of the Business (the name customers will see):

Aromas fusion bistro

## 3. Business Location: Number and Street

City Keizer

County \_\_\_\_\_

ZIP 973034. Is the business at this location currently licensed by the OLCC? ☐ Yes ☒ No

## 5. Mailing Address (where the OLCC will send your mail):

PO Box, Number, Street, Rural Route

City KeizerState ORZIP 97303

## 6. Phone Number of the Business Location:

## 7. Contact Person for this Application:

Name Jose Antonio Gonzalez Jr.Phone Number 541 3501309

Mailing Address, City, State, ZIP

3400 River Road N, Keizer, OR, 97303

Email \_\_\_\_\_

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is prohibited on the licensed premises.

Signature of Applicant #1

J. Antonio Gonzalez Jr.

Signature of Applicant #3

Signature of Applicant #2

**RECEIVED**  
OREGON LIQUOR CONTROL COMMISSION

Signature of Applicant #4

NOV 16 2017

SALEM REGIONAL OFFICE



# OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: 3 Colibris LLC Phone: 541 3501309 \*  
Trade Name (dba): Aromas fusion bistro  
Business Location Address: 3400 River Road N  
City: Keizer ZIP Code: 97303

## DAYS AND HOURS OF OPERATION

### Business Hours:

|           |              |    |              |
|-----------|--------------|----|--------------|
| Sunday    | _____        | to | _____        |
| Monday    | <u>11 AM</u> | to | <u>10 pm</u> |
| Tuesday   | <u>11</u>    | to | <u>10</u>    |
| Wednesday | <u>11</u>    | to | <u>10</u>    |
| Thursday  | <u>11</u>    | to | <u>10</u>    |
| Friday    | <u>11</u>    | to | <u>10</u>    |
| Saturday  | <u>11</u>    | to | <u>10</u>    |

### Outdoor Area Hours:

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

The outdoor area is used for:

☐ Food service Hours: \_\_\_\_\_ to \_\_\_\_\_  
☐ Alcohol service Hours: \_\_\_\_\_ to \_\_\_\_\_  
☐ Enclosed, how \_\_\_\_\_

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

\_\_\_\_\_  
(Investigator's Initials)

Seasonal Variations: ☒ Yes ☐ No If yes, explain: Summer days are longer, Winter days are shorter

## ENTERTAINMENT

Check all that apply: N/A

- |  |   |
|--|---|
| <input type="checkbox"/> Live Music        | <input type="checkbox"/> Karaoke                |
| <input type="checkbox"/> Recorded Music    | <input type="checkbox"/> Coin-operated Games    |
| <input type="checkbox"/> DJ Music          | <input type="checkbox"/> Video Lottery Machines |
| <input type="checkbox"/> Dancing           | <input type="checkbox"/> Social Gaming          |
| <input type="checkbox"/> Nude Entertainers | <input type="checkbox"/> Pool Tables            |
|  | <input type="checkbox"/> Other: _____           |

## DAYS & HOURS OF LIVE OR DJ MUSIC

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

## \* SEATING COUNT

Restaurant: 72 Outdoor: N/A  
Lounge: \_\_\_\_\_ Other (explain): \_\_\_\_\_  
Banquet: \_\_\_\_\_ Total Seating: 72

### OLCC USE ONLY

Investigator Verified Seating: Y (Y) (N)

Investigator Initials: mtt

Date: 10/19/17

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

Applicant Signature: J. Deane Gonzalez Date: 10-15-17 \*

1-800-452-OLCC (6522)

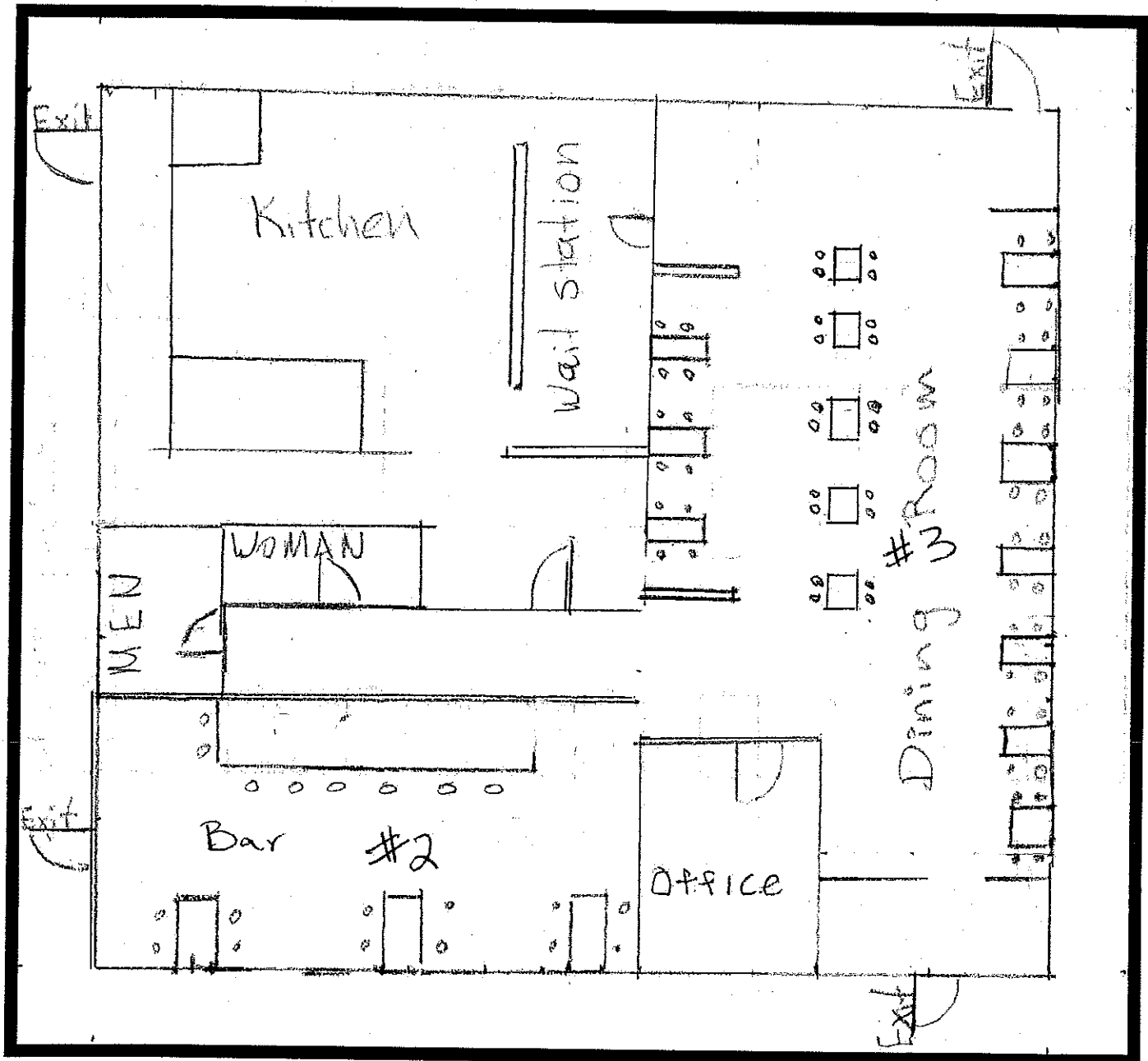
www.oregon.gov/olcc

(rev. 12/07)



# OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

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



3 Colibris LLC  
Applicant Name  
Aromas fusion bistro  
Trade Name (dba):  
Keizer 97303  
City and ZIP Code

|                             |              |
|-----------------------------|--------------|
| .....OLCC USE ONLY.....     |              |
| MINOR POSTING ASSIGNMENT(S) |              |
| #2 Lounge area              |              |
| #3 Dining area              |              |
| Date: 10/19/17              | Initials: mt |

1-800-452-OLCC (6522)  
[www.oregon.gov/olcc](http://www.oregon.gov/olcc)

(rev. 09/12)

**CITY COUNCIL MEETING: December 18, 2017**

**AGENDA ITEM NUMBER: \_\_\_\_\_**

**TO: MAYOR CLARK AND CITY COUNCIL MEMBERS**

**THROUGH: CHRIS EPPLEY  
CITY MANAGER**

**FROM: BILL LAWYER  
PUBLIC WORKS DIRECTOR**

**SUBJECT: DEARBORN BRIDGE REPLACEMENT PROJECT**

**DATE: December 11, 2017**

**BACKGROUND:**

The Streets Division of the Public Works Department solicited competitive bids for the replacement of the existing bridge over Claggett Creek on Dearborn Avenue NE. This project involves removing the existing bridge structure, construction of a new bridge, installation of approximately 1,660 feet of new curb and sidewalk, street lighting on the new bridge and the realignment of approximately 486 feet of an existing 30" storm drain pipeline.

A total of 5 bids were received and opened on December 5, 2017. The bids ranged from a high of \$2,052,399.75 to a low of \$1,753,615.30. The City Engineer has certified the bids and after bid certification the low responsive bidder on this project was **K & E Excavating, Inc.**, whose bid was **\$1,753,615.30**.

**FISCAL IMPACT:**

Funds for this project are available in the Fiscal Year 2017/2018 Street Fund Budget line 63 and the Fiscal Year 2017/2018 Stormwater Fund line 65.

**RECOMMENDATION:**

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager to enter into a contract with the low responsive bidder, **K & E Excavating, Inc.**, in the amount of **\$1,753,615.30** for the Dearborn Bridge Replacement Project.

Please contact me with any questions or concerns.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2017-\_\_\_\_\_

AUTHORIZING THE CITY MANAGER TO AWARD AND ENTER  
INTO AN AGREEMENT WITH K & E EXCAVATING, INC. FOR  
CONSTRUCTION OF DEARBORN BRIDGE REPLACEMENT  
PROJECT

WHEREAS, the Dearborn Bridge is in need of replacement;

WHEREAS, five bids for this project were received. K & E Excavating, Inc. submitted  
the low bid for a total amount of \$1,753,165.30. The City Engineer has reviewed and certified  
the bids;

WHEREAS, a notice of intent to award the bids was sent to the bidders on December 11,  
2017;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is  
hereby authorized to award the contract to and enter into an agreement with K & E Excavating,  
Inc. for a total cost of \$1,753,165.30 for construction of the Dearborn Bridge Replacement  
Project. Funding for this project is from the Street Fund and Stormwater Fund.

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Recorder



**CITY COUNCIL MEETING: DECEMBER 18, 2017**

**AGENDA ITEM NUMBER: \_\_\_\_\_**

**TO: MAYOR CLARK AND CITY COUNCIL MEMBERS**

**THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER**

**FROM: TIM WOOD, FINANCE DIRECTOR**

**SUBJECT: POLICE VEHICLE PURCHASE**

**BACKGROUND:**

The 2017-18 City of Keizer Adopted Budget provides for the acquisition of a vehicle for the Police Department using Police Services Fee appropriations. City Staff has determined that a Ford K8A AWD Police Interceptor Utility vehicle and a Ford Explorer 4WD will meet the Police Department needs and are available utilizing the State of Oregon purchasing contract number 5551 with Gresham Ford.

**FISCAL IMPACT:**

The acquisition of the vehicles for approximately \$28,240 and \$28,540, respectively and will be completed using existing Police Services Fee appropriations within the City's 2017-18 Adopted Budget.

**RECOMMENDATION:**

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager to issue a purchase order to Gresham Ford for the acquisition of a Ford K8A AWD Police Interceptor Utility vehicle and the Ford Explorer 4WD using the State of Oregon purchasing contract number 5551.

Please contact me with any questions or concerns.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2  
3 Resolution R2017-\_\_\_\_\_

4  
5 AUTHORIZING THE CITY MANAGER TO PURCHASE FORD  
6 K8A AWD POLICE INTERCEPTOR UTILITY VEHICLE AND  
7 FORD EXPLORER 4WD UTILITY VEHICLE FOR POLICE  
8 DEPARTMENT  
9

10 WHEREAS, the City of Keizer budgeted funds in the 2017-2018 Police Services  
11 Fee to purchase a new Ford K8A AWD Police Interceptor Utility vehicle and a Ford  
12 Explorer 4WD Utility vehicle;

13 WHEREAS, the City has determined procurement through the Oregon  
14 Cooperative Procurement Program (ORCPP) provided the best price of \$28,240 and  
15 \$28,540, respectively from Gresham Ford;

16 WHEREAS, State of Oregon Contract No. 5551 authorizes ORCPP participants  
17 to purchase vehicles from Gresham Ford by issuance of a Purchase Order;

18 NOW, THEREFORE,

19 BE IT RESOLVED by the City Council of the City of Keizer that the City Manager  
20 is hereby authorized to purchase a Ford K8A Police Interceptor Utility vehicle from  
21 Gresham Ford for a purchase price of \$28,240 and a Ford Explorer 4WD Utility vehicle  
22 from Gresham Ford for a purchase price of \$28,540 from Gresham Ford by issuing a  
23 Purchase Order containing the mandatory language as shown on the attached exhibit.

24 BE IT FURTHER RESOLVED that the City Manager is authorized to take any  
25 and all necessary acts to effectuate the purchase of the vehicles.

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

3 PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

5 SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Mayor

City Recorder



# City of Keizer

PO Box 21000  
Keizer OR 97307-1000  
Phone: 503-390-3713

## PURCHASE ORDER

Number  
17-

TO:  
Gresham Ford  
1999 East Powell Blvd.  
Gresham, OR 97080

SHIP TO:  
Lt. Lance Inman  
Keizer Police Dept  
930 Chemawa Rd NE  
Keizer OR 97303

PLEASE ENTER OUR ORDER FOR THE FOLLOWING:

| DATE REQUIRED | SHIP VIA   | TERMS<br>30 NET | ACCOUNT OR JOB NO. | ORDER DATE |  |
|---------------|--|-----------------|--------------------|------------|--|
| QUANTITY      | DESCRIPTION  |                 | UNIT PRICE         | AMOUNT     |  |
| 1             | K8A AWD Police Interceptor Utility vehicle as specified in attached quote. |                 | 28,240.00          | 28,240.00  |  |
| 1             | Explorer 4WD Utility vehicle as specified in attached quote.               |                 | 28,540.00          | 28,540.00  |  |
|               | This purchase order, in addition to any exhibits or addenda                |                 |                    |            |  |
|               | Attached is placed against State of Oregon Price Agreement #5551.          |                 |                    |            |  |
|               | The terms and conditions contained in the Price Agreement apply            |                 |                    |            |  |
|               | to this purchase and take precedence over all other conflicting terms      |                 |                    |            |  |
|               | and conditions, express or implied. There are no understandings,           |                 |                    |            |  |
|               | agreements or representations, oral or written, not specified herein.      |                 |                    |            |  |
|               |  |                 |                    |            |  |
|               |  |                 |                    |            |  |

PLEASE ACKNOWLEDGE IMMEDIATELY AND STATE WHEN YOU WILL SHIP – OUR ORDER NO. MUST APPEAR ON ALL RELATED PACKAGES AND FORMS

Christopher C. Eppley, Purchasing Agent

BILLING ADDRESS IS:

PO BOX 21000  
KEIZER OR 97307

**Fleet Price Quote****Gresham Ford - 1999 East Powell Blvd. Gresham, OR 97080****Paul Blankenship**

Government and Commercial Fleet Manager  
Military Deliveries  
State of Oregon Contract #5551

Cell 503-490-6510  
FAX 503-665-0497  
[Paul@GreshamFord.com](mailto:Paul@GreshamFord.com)

**Quoted to:**

City of Keizer  
Lt. Lance Inman

Cell/Phone 503-856-3475

FAX

E-Mail [Inmanl@keizer.org](mailto:Inmanl@keizer.org)

Date Quoted 12/12/2017  
This Quote is per one vehicle

Contract FIN QS045  
Contract Sale

**Vehicle Quoted:**

Model Code K8A AWD Police Interceptor Utility  
Model Year 2018

**Quote:**

| Item Code      | Item Description                    | Price        |
|----------------|-------------------------------------|--------------|
| Base           | K8A AWD Police Interceptor Utility  | \$ 27,707.00 |
| WB             | 112.6 In. Wheel Base                |              |
| Color          | G1 Shadow Black                     | incl.        |
| Interior       | 9 Cloth Buckets/Vinyl Rear          | incl.        |
| Interior Color | W Ebony Interior                    | incl.        |
| Trim           | 500A Equip Group, Premium Single CD | incl.        |
| Engine         | 99R 3.7L V6 TIVCT                   | incl.        |
| Transmission   | 44C 6-Spd Automatic Transmission    | incl.        |
| Emissions      | 422 Calif Emissions                 | incl.        |
|                | 51Y Driver Side Spot Lite           | \$ 204.00    |
|                | 53M SYNC System                     | \$ 280.00    |
|                | 59E Key Code 1435X                  | \$ 49.00     |
|                | 153 Front License Plate Bracket     | incl.        |

**Delivered to** City of Keizer

**E-Plates**

**No**

**Total Vehicle Quote** \$ 28,240.00



**over 3 years**  
compared to the  
average new vehicle

**Smog Rating** (a12p1e only)

1 5 10

Best

11/11/11 11:11 AM 11/11/11 11:11 AM

## 2X 725 004090 03

HC141 N RB 2X 725 004080 03 14 17

**FOIA b 7**

**CITY COUNCIL MEETING: December 18, 2017**

**AGENDA ITEM NUMBER:\_\_\_\_\_**

**TO: MAYOR CLARK AND COUNCIL MEMBERS**

**THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER**

**FROM: E. SHANNON JOHNSON, CITY ATTORNEY**

**SUBJECT: OREGON PUBLIC WORKS EMERGENCY RESPONSE  
COOPERATIVE ASSISTANCE AGREEMENT**

The current Oregon Public Works Emergency Response Cooperative Assistance Agreement initiated in 2013 expires in February 2018. This Agreement allows the City to call upon Public Works Agencies who are members to assist in an emergency. With limited capabilities, it is prudent that the City participate in Mutual Aid Programs. The membership and assistance requests are voluntary.

**RECOMMENDATION:**

Adopt the attached Resolution authorizing the Mayor to enter into the Oregon Public Works Emergency Response cooperative Assistance Agreement.

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  
3 Resolution R2017-\_\_\_\_

4  
5  
6 AUTHORIZING THE MAYOR TO ENTER INTO OREGON PUBLIC  
7 WORKS EMERGENCY RESPONSE MUTUAL AID AGREEMENT

8  
9  
10 WHEREAS, in 2013 the City of Keizer entered into a mutual aid agreement with  
11 other public agencies throughout the State of Oregon for support during emergency  
12 situations;

13 WHEREAS, the agreement was for a period of five years;

14 WHEREAS, the City has the opportunity to enter into a similar mutual aid  
15 agreement for a period of five years;

16 WHEREAS, the agreement provides a mechanism for immediate response to the  
17 requesting agency when the responding agency determines it can provide the needed  
18 resources and expertise;

19 WHEREAS, with limited capabilities it is prudent that the City of Keizer  
20 participate in mutual aid programs;

21 NOW, THEREFORE,

22 BE IT RESOLVED by the City Council of the City of Keizer that the Mayor is  
23 hereby authorized to execute the Oregon Public Works Emergency Response  
24 Cooperative Assistance Agreement, a copy of which is attached hereto and by this  
25 reference incorporated herein.



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

3           PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

4  
5           SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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\_\_\_\_\_  
Mayor

10

11

12

\_\_\_\_\_  
City Recorder

## OREGON PUBLIC WORKS EMERGENCY RESPONSE COOPERATIVE ASSISTANCE AGREEMENT

THIS AGREEMENT is between the government agencies (local, county, or state) that have executed the Agreement, as indicated by the signatures at the end of this document.

### WITNESSETH:

WHEREAS, parties to this agreement are responsible for the construction and maintenance of public facilities such as street, road, highway, sewer, water, and related systems during routine and emergency conditions; and

WHEREAS, each of the parties owns and maintains equipment, and employs personnel who are trained to provide service in the construction and maintenance of street, road, highway, sewer, water, and related systems and other support;

WHEREAS, in the event of a major emergency or disaster as defined in ORS 40 1.025 (5), the parties who have executed this Agreement may need assistance to provide supplemental personnel, equipment, or other support; and

WHEREAS, the parties have the necessary personnel and equipment to provide such services in the event of an emergency; and

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual assistance, with the intent to supplement not supplant agency personnel;

WHEREAS, an Agreement would help provide documentation needed to seek the maximum reimbursement possible from appropriate federal agencies during emergencies;

WHEREAS, ORS Chapter 402.010 provides for Cooperative Assistance Agreement among public and private agencies for reciprocal emergency aid and resources; and

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements and the apportionment among the parties of the responsibility for providing funds to pay for expenses incurred in the performance of the agreed upon functions or activities;

NOW THEREFORE, the parties agree as follows:

## 1. Request

If confronted with an emergency situation requiring personnel, equipment or material not available to it, the requesting party (Requestor) may request assistance from any of the other parties who have executed this Agreement.

## 2. Response

Upon receipt of such request, the party receiving the request (Responder) shall immediately take the following action:

- A. Determine whether it has the personnel, equipment, or material available to respond to the request.
- B. Determine what available personnel and equipment should be dispatched and/or what material should be supplied.
- C. Dispatch available and appropriate personnel and equipment to the location designated by the Requestor.
- D. Provide appropriate access to the available material.
- E. Advise the Requestor immediately in the event all or some of the requested personnel, equipment, or material is not available.

NOTE: It is understood that the integrity of dedicated funds needs to be protected. Therefore, agencies funded with road funds are limited to providing services for road activities, sewer funds are limited to providing services for sewer activities and so on.

## 3. Incident Commander

The Incident Commander of the emergency shall be designated by the Requestor, and shall be in overall command of the operations under whom the personnel and equipment of the Responder shall serve. The personnel and equipment of the Responder shall be under the immediate control of a supervisor of the Responder. If the Incident Commander specifically requests a supervisor of the Responder to assume command, the Incident Commander shall not, by relinquishing command, relieve the Requestor of responsibility for the incident.

#### 4. Documentation

Documentation of hours worked, and equipment or materials used or provided will be maintained on a shift by shift basis by the Responder, and provided to the Requestor as needed.

#### 5. Release of Personnel and Equipment

All personnel, equipment, and unused material provided under this Agreement shall be returned to the Responder upon release by the Requestor, or on demand by the Responder.

#### 6. Compensation

It is hereby understood that the Responder will be reimbursed (e.g. labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates. Compensation may include:

- A. Compensation for workers at the Responder's current pay structure, including call back, overtime, and benefits.
- B. Compensation for equipment at Responder's established rental rate.
- C. Compensation for materials, at Responder's cost. Materials may be replaced at Requestor's discretion in lieu of cash payment upon approval by the Responder for such replacement.
- D. Without prejudice to a Responder's right to indemnification under Section 7.A. herein, compensation for damages to equipment occurring during the emergency incident shall be paid by the Requestor, subject to the following limitations:
  - 1) Maximum liability shall not **exceed** the cost of repair or cost of replacement, whichever is less.
  - 2) No compensation will be paid for equipment damage or loss attributable to natural disasters or acts of God not related to the emergency incident.
  - 3) To the extent of any payment under this section, Requestor will have the right of subrogation for all claims against parties other than parties to this agreement who may be responsible in whole or in part for damage to the equipment.

- 4) Requestor shall not be liable for damage caused by the neglect of the Responder's operators.

Within 30 days after presentation of bills by Responder entitled to compensation under this section, Requestor will either pay or make mutually acceptable arrangements for payment.

#### 7. Indemnification

This provision applies to all parties only when a Requestor requests and a Responder provides personnel, equipment, or material under the terms of this Agreement. A Responder's act of withdrawing personnel, equipment, or material provided is not considered a party's activity under this Agreement for purposes of this provision.

To the extent permitted by Article XI of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall indemnify, within the limits of the Tort Claims Act, the other parties against liability for damage to life or property arising from the indemnifying party's own activities under this Agreement, provided that a party will not be required to indemnify another party for any such liability arising out of the wrongful acts of employees or agents of that other party.

#### 8. Workers Compensation Withholdings and Employer Liability

Each party shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each party shall insure, self-insure, or both, its own employees as required by Oregon Revised Statutes.

#### 9. Pre-Incident Plans

The parties may develop pre-incident plans for the type and locations of problem areas where emergency assistance may be needed, the types of personnel and equipment to be dispatched, and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responder of its own geographical area.

#### 10. The Agreement

- A. It is understood that all parties may not execute this Agreement at the same time. It is the intention of the parties that any governmental entity in the State of Oregon may enter into this Agreement and that all parties who execute this Agreement will be

considered to be equal parties to the Agreement. The individual parties to this Agreement may be "Requestor" or "Responder's" as referred to in Section 1. and 2. above, to all others who have entered this Agreement.

- B. The Oregon Department of Transportation (ODOT) Maintenance and Operations Branch shall maintain the master copy of this Agreement, including a list of all those governmental entities that have executed this Cooperative Assistance Agreement. ODOT will make the list of participants available to any entity that has signed the Agreement. Whenever an entity executes the agreement, ODOT shall notify all others who have executed the Agreement of the new participant. Except as specifically provided in this paragraph, ODOT has no obligations to give notice nor does it have any other or additional obligations than any other party.
- C. This Agreement shall be effective upon approval by two or more parties and shall remain in effect as to a specific party for five years after the date that party executes this Agreement unless sooner terminated as provided in this paragraph. Any party may terminate its participation in this Agreement prior to expiration as follows:
  - 1) Written notice of intent to terminate this Agreement must be given to all other parties on the master list of parties at least 30 days prior to termination date. This notice shall automatically terminate the Agreement as to the terminating party on the date set out in the notice unless rescinded by that party in writing prior to that date.
  - 2) Termination will not affect a party's obligations for payment arising prior to the termination of this Agreement.

#### 11. Non-exclusive

This Agreement is not intended to be exclusive among the parties. Any party may enter into separate cooperative assistance or mutual aid agreements with any other entity. No such separate Agreement shall terminate any responsibility under this Agreement.

#### 12. Parties to This Agreement

Participants in this Agreement are indicated on the following pages, one party per page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

STATE OF OREGON  
DEPARTMENT OF TRANSPORTATION



September 20, 2017

---

Luci Moore  
Statewide Maintenance Engineer

Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

City of Keizer

\_\_\_\_\_  
Agency

Marion County

\_\_\_\_\_  
County, Oregon

\_\_\_\_\_  
Authorized Representative Cathy Clark, Mayor

\_\_\_\_\_  
Date

**Designated Primary Contact:**

| <u>Office:</u>        | <u>Contact:</u> | <u>Phone Number:</u> |
|-----------------------|-----------------|----------------------|
| Public Works Director | Bill Lawyer     | 503-856-3555         |

**Emergency 24 Hour Phone Number:**

503-393-1608

**Fax Number:**

503-393-9437

**E-mail address (if available):**

LawyerB@Keizer.org



**CITY COUNCIL MEETING: December 18, 2017**

**AGENDA ITEM NUMBER:\_\_\_\_\_**

**TO: MAYOR CLARK AND COUNCIL MEMBERS**

**THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER**

**FROM: E. SHANNON JOHNSON, CITY ATTORNEY**

**SUBJECT: APPROVAL OF FIELD USAGE RATES FOR THE 2018 SEASON AT KEIZER LITTLE LEAGUE CITY PARK**

Keizer Little League (KLL) and the City of Keizer entered into a Park Management Agreement effective November 1, 2016 for the management, operation and maintenance of Keizer Little League City Park. Pursuant to Section 3(B), all field usage rates shall be approved by the City Council on an annual basis. KLL is requesting a \$10 increase in the field usage rates.

The field usage rates for the 2017 season were:

**Field Usage Rates (all seasons)**

Fields 9, 11, and 12 \$30  
Rates are per field, per slot and for a 120 minute period.

Fields 1, 2, 3, 4, 5, 7, 8, and 10 \$40  
Rates are per field, per slot and for a 150 minute period.

Field 6 (without any use of field lights) \$50  
Field 6 (with use of lights) \$135  
Rates are per field, per slot and for a 135 minute period.

The proposed field usage rates for the 2018 season are:

**Field Usage Rates (all seasons)**

Fields 9, 11, and 12 \$40  
Rates are per field, per slot and for a 120 minute period.

Fields 1, 2, 3, 4, 5, 7, 8, and 10 \$50  
Rates are per field, per slot and for a 150 minute period.

|   |       |
|---|-------|
| Field 6 (without any use of field lights) | \$60  |
| Field 6 (with use of lights)              | \$145 |

Rates are per field, per slot and for a 135 minute period.

I have attached the November 29, 2017 letter from Keizer Little League requesting the proposed field usage rate increase.

At this point, it would appropriate for the Council to review the proposed field usage rates to determine if there are any questions. If not, Council should adopt the attached Resolution.

**RECOMMENDATION:**

If acceptable to Council, adopt the attached Resolution Approval of Field Usage Rates for the 2018 Season at Keizer Little League City Park.

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

ESJ/tmh

28-NOV-17 PM 4:48  
CITY OF KEIZER



November 29, 2017

Dear Mr. Johnson,

My name is Brad Arnsmeier and I am the current president of Keizer Little League. At our recent league retreat we had a lengthy discussion around the fields at the Keizer Little League complex that we manage and how to best maintain and improve their condition. It is critical that we make this an area of focus to ensure the kids are playing in a safe environment that is appropriate for the types of activities that take place there. It appears as though it has been a number of years since there was a rate increase for the field usage slots and we don't feel like the amount currently charged properly covers the cost of the year round maintenance that it takes to keep the fields in proper shape. Therefore we are requesting an increase cost of each field slot by an amount of \$10.00 per field slot per a unanimous vote by the Keizer Little League board of directors. Listed below are the current prices and our proposed prices.

Fields 9, 11, and 12 would move from \$30.00/slot to \$40.00/slot

Fields 1, 2, 3, 4, 5, 7, 8, 9, and 10 would move from \$40.00/slot to \$50.00/slot

Field 6 would move from \$50.00/slot to \$60.00/slot without lights and \$135.00/slot to \$145.00/slot with the use of lights.

We still feel that the proposed field use slots will be a good value to the community and will allow us to properly maintain and improve that magnificent city park. If you need any additional information from me please feel free to reach out via phone call or e-mail.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Arnsmeier", written over a horizontal line.

Brad Arnsmeier

President

Keizer Little League

[President@KeizerLittleLeague.org](mailto:President@KeizerLittleLeague.org)

C: 503-580-9748

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2  
3 Resolution R2017-\_\_\_\_

4  
5  
6 APPROVAL OF FIELD USAGE RATES FOR  
7 THE 2018 SEASON AT KEIZER LITTLE  
8 LEAGUE CITY PARK  
9

10  
11 WHEREAS, the City of Keizer owns real property and improvements located  
12 at 5245 Ridge Drive, Keizer, Marion County known as Keizer Little League City  
13 Park (hereinafter "Park");

14 WHEREAS, Keizer Little League and the City of Keizer entered into a Park  
15 Management Agreement effective November 1, 2016 for the management, operation  
16 and maintenance of the Park;

17 WHEREAS, pursuant to Section 3(B) of the Park Management Agreement,  
18 the Council is to approve the field usage rates on an annual basis;

19 NOW, THEREFORE,

20 BE IT RESOLVED by the City Council of the City of Keizer that the field  
21 usage rates for the 2018 season at Keizer Little League City Park incorporated in the  
22 2018 Outside Use Facility Reservation Policy, a copy of which is attached hereto, is  
23 hereby approved.

24 ///

25 ///

26 ///

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

3 PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

4

5 SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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\_\_\_\_\_  
Mayor

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\_\_\_\_\_  
City Recorder

## **2018 Outside Use Facility Reservation Policy Keizer Little League Park**

Keizer Little League, Inc. has been designated by the City of Keizer as the Manager of Keizer Little League Park. Keizer Little League manages all facets of the facility including the allocation of all field space. “Manager” means Keizer Little League. All games and organized practices at Keizer Little League Park by participants of any organization or team **require** a confirmed field use slot **prior** to use.

Field use slot requests fall under various allocation processes, depending on the dates requested and when the request and all required supporting requirements are provided.

### **Initial Allocation of Field Use Slots for Use between 3/1/18 to 8/30/18 (Requested 3/1/18 or earlier)**

1. A request for specific field use slots must be received by **3/1/18** to be considered in the initial allocation of field use slots for this period. The request should specify the number of slots being requested for each field and the range of dates the field use is desired. More specific requests (specific dates and times) will be considered but not guaranteed.
2. A deposit of 50% of the amount due for the requested field use slots must accompany the request.
3. Proof of General Liability Insurance in the amount of at least \$1 million for the period of anticipated use and listing Keizer Little League and the City of Keizer as additional insureds must be received along with the initial request for field slots.
4. Intended and actual use of individual fields must be in accordance with the designated use of the specific field unless specifically authorized in advance by Manager (i.e. softball use only on fields 2, 4 and 10).
5. Initial field use slot allocation will be determined after consideration of tournaments and then allocated equitably. Allocation will be determined using each of the following criteria : 1) the overall capacity of the facility for the type and size of field(s) requested, 2) the range of dates selected, 3) the number of verified Keizer based participants in your organization specific to each individual field use request in comparison to the number of verified Keizer based participants of other organizations requesting the same field usage including Keizer Little League participants, and 4) youth participant organizations will take precedence over adult participant organizations. Manager may schedule up to three (3) tournaments for each level of play between April 1 and June 30 that will take precedence over all initial field use slot allocations.
6. Every effort will be made to accommodate all initial field use slot requests subject to the facility’s overall capacity. At the discretion of Manager, fields comparable to the fields requested may alternatively be scheduled or alternative dates/times may be provided to accommodate the overall scheduling of the facility.
7. Confirmed initial field slots including the specific field, date and time will be provided by **3/21/18** along with notice of the balance due for the confirmed scheduled field use slots. The balance due must be received by **4/3/18** to maintain the reserved field use slots.
8. Unless formally withdrawn **at least 30 days prior** to the scheduled use, slots are

considered “used” and the full rental fee considered “earned”, whether or not each field slot is actually used. There are no exceptions other than when Manager unilaterally cancels the opportunity for field use as outlined below in the “Cancellation of Field Use Activity” section of this Policy. Field use requests withdrawn at least 30 days prior will be entitled to a full refund less 10% of the rental expense for the requested field use slots to compensate for rebooking efforts and administrative expenses.

**Supplemental Allocation of Field Use Slots for Use between 3/1/18 to 8/30/18  
(Requested After 3/1/18)**

1. Requests for field slots received **after 3/1/18, or** that do not include the required amount of deposit by 3/1/18 will be deemed a “supplemental field slot request” and considered strictly on the criteria noted in paragraph #5 below as of the date the request is received. Supplemental field slot requests are not guaranteed to be filled.
2. A deposit of 50% of the amount due for the requested field use slots must accompany the request.
3. Proof of General Liability Insurance in the amount of at least \$1 million for the period of anticipated use and listing Keizer Little League and the City of Keizer as additional insureds must be received, if not already provided as part of an initial field slot allocation request.
4. Intended and actual use of individual fields must be in accordance with the designated use of the specific field (i.e. softball use only on fields 2, 4 and 10) unless specifically authorized in advance by Manager.
5. Supplemental field use slot allocation will be determined solely on the basis of each of the following criteria: 1) the overall capacity of the facility for the type and size of fields requested, 2) the dates requested, 3) date which request and all supporting materials are received with priority given to earlier requests, and 4) remaining availability for the type and size of field(s) requested.
6. Fields comparable to the fields requested may be scheduled at the discretion of Manager as an alternative to accommodate the overall scheduling of the facility.
7. Confirmed initial field slots including the specific field, date and time will be provided within 10 days of the request along with notice of the balance due for the scheduled field use.
8. Payment for the balance due of the confirmed field slots fees must be received prior to the date of the first scheduled use to maintain the reserved field use slots.
9. Unless formally withdrawn **at least 30 days prior** to the scheduled use, slots are considered “used” and the rental fee “earned”, whether or not each field slot is actually used. There are no exceptions other than when Manager unilaterally cancels the opportunity for field use as outlined below in the “Cancellation of Field Use Activity” section of this Policy.

**Allocation of Field Use Slots for Use between 8/31/18 to 12/31/18**

1. A request for specific field use slots must be received by **8/7/18** to be considered in the initial allocation of field use slots for this period. The request should specify the number of slots being requested for each field and the range of dates the field use is desired. More specific requests (specific dates and times) will be considered but not guaranteed. Requests received after 8/7/18 and/or that do not include the required

2. A deposit of 50% of the amount due for the requested field use slots must accompany the request.
3. Proof of General Liability Insurance in the amount of at least \$1 million for the period of anticipated use and listing Keizer Little League and the City of Keizer as additional insureds must be received along with the initial request for field slots.
4. Intended and actual use of individual fields must be in accordance with the designated use of the specific field unless specifically authorized in advance by Manager (i.e. softball use only on fields 2, 4 and 10).
5. Initial field use slot allocation will be determined after consideration of tournaments. Allocation will be determined using each of the following criteria: 1) the overall capacity of the facility for the type and size of field(s) requested, 2) the range of dates selected, 3) the number of verified Keizer based participants in your organization specific to each individual field use request in comparison to the number of verified Keizer based participants of other organizations requesting the same field usage including Keizer Little League participants, and 4) youth participant organizations will take precedence over adult participant organizations.
6. Every effort will be made to accommodate all field use slot requests subject to the facility's overall capacity. At the discretion of Manager, fields comparable to the fields requested may alternatively be scheduled or alternative dates/times may be provided to accommodate the overall scheduling of the facility.
7. Confirmed initial field slots including the specific field, date and time will be provided by **8/21/18** along with notice of the balance due for the confirmed scheduled field use slots. The balance due must be received by **8/31/18** to maintain the reserved field use slots.
8. Unless formally withdrawn **at least 30 days prior** to the scheduled use, slots are considered "used" and the full rental fee considered "earned", whether or not each field slot is actually used. There are no exceptions other than when Manager unilaterally cancels the opportunity for field use as outlined below in the "Cancellation of Field Use Activity" section of this Policy. Field use requests withdrawn at least 30 days prior will be entitled to a full refund less 10% of the rental expense for the requested field use slots to compensate for rebooking efforts and administrative expenses.

Fields 9, 11, and 12 \$40  
Rates are per field, per slot and for a 120 minute period.

|   |       |
|---|-------|
| Field 6 (without any use of field lights) | \$60  |
| Field 6 (with use of lights)              | \$145 |

Rates are per field, per slot and for a 135 minute period.

Field usage rates take into account the exclusive use of the field for the designated period,



the amount of wear and tear and the materials and resources needed to accommodate desired use. Rates apply to all games or practices except practices conducted prior to 3/28/18 which are at no charge.

### **What is Included with Field Usage?**

Field use pricing includes: undivided access to the reserved field for the time allotted and access to bathroom facilities and field preparation materials including field chalk (for games only), rakes and brooms. All items should be returned and secured following each use.

Field use pricing does NOT include: oversight or umpiring of the activity, playing equipment including balls, pre game or post game field preparation or clean-up of the dugouts and bleachers.

To assure a quality experience for all, please be courteous to teams using the field following your scheduled use by only occupying the field for your designated time and leaving the dugouts and bleachers in the appropriate condition. Failure to leave the bleachers and dugouts in the appropriate condition may result in suspension or revocation of future use of the facility. Any field preparation tools or other items such as bases, pitching rubbers or storage container locks included with the field use that are not returned or are broken will be billed for replacement accordingly.

### **Cancellation of Field Use Activity**

Manager reserves the right to cancel all activity on any or all fields at the facility due to adverse weather or unsafe playing conditions. Replacement field use slots will not be provided when cancellations occur however the rental fee for the field use slots cancelled solely by Manager will be credited in full to your organization. Any net credit will be paid at the conclusion of the renting organization's 2018 facility use. **It is suggested anticipated game "make up" slots are requested as part of initial or supplemental field slot requests in anticipation of "rain-outs" or poor field conditions to assure field availability.**

### **Facility and Field Maintenance Equipment Access**

No participants of any organization may access any portions of the Fieldhouse, Concession Stand or other permanent structures (other than unlocked bathrooms) or use Manager field maintenance or preparation equipment or tools (other than those designated for specific fields) without the explicit advance permission of Manager.

### **Requesting a Field Use Slot**

All field use slot requests should include at a minimum: 1) a signed copy of this Policy, 2) which field(s) are being requested, 3) how many slots are being requested for each field, 4) what specific activity will be conducted (include sport and level) and 5) what date or date range is requested. Initial field slot requests should also include sufficient information to satisfy the field use allocation requirements under #5 of the Initial Field Use Slot section.

Inquiries or requests for field use slot can be emailed to: \_\_\_\_\_.

However, field use slot requests will not be considered as “received” for purposes of this Policy until the appropriate deposit is received. Deposits and completed hard copies of this Policy should be mailed to:

Keizer Little League, Inc.  
PO Box 20572  
Keizer, OR 97307

I acknowledge receipt of this Policy (5 pages), and that I have reviewed, understand and agree to abide by its terms on behalf of the organization noted below that I represent. I further acknowledge as a condition to use, that repeated failure to follow the terms of this Policy will cause forfeiture of our organization's rights to field use for the rest of the 2018 season.

Requesting Organization

Responsible Party for Requesting Organization \_\_\_\_\_

Title of Responsible Party in Organization \_\_\_\_\_

Date Signed \_\_\_\_\_

**CITY COUNCIL MEETING: December 18, 2017**

**AGENDA ITEM NUMBER: \_\_\_\_\_**

**TO: MAYOR CLARK AND COUNCIL MEMBERS**

**THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER**

**FROM: E. SHANNON JOHNSON, CITY ATTORNEY**

**SUBJECT: RESOLUTION AUTHORIZING CITY MANAGER AND CHIEF OF POLICE TO SIGN 2015-2018 COLLECTIVE BARGAINING AGREEMENT MEMORANDUM OF UNDERSTANDING NO. 7**

The City entered into the Collective Bargaining Agreement (CBA) with the Keizer Police Association for the effective period July 1, 2015 through June 30, 2018. Such Agreement needs to be amended from time-to-time to clarify provisions and change classifications that Council authorized. To date, there have been six Memorandum of Understanding (MOU) signed by the City Manager and Chief of Police. Some MOUs require Council approval. It was determined that authorization by Council is required for Memorandum of Understanding No. 7 (MOU No. 7) because it relates to benefits.

MOU No. 7 changes the vacation accrual, and when Det. Davis will be eligible for advancement to Step 7. These changes are suggested because Det. Grant Davis is a lateral police officer applicant with a specific skill set for which the Police Department solicited to hire directly into its detective unit and also due to the fact that Det. Davis is a Spanish-speaking, experienced detective, with a proven ability to lead an investigation.

Staff is requesting that Council authorize the City Manager and the Chief of Police the authority to sign Memorandum of Understanding No. 7.

**RECOMMENDATION:**

Adopt the attached Resolution.

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

ESJ/tmh

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2  
3 Resolution R2017-\_\_\_\_

4  
5 AUTHORIZING THE CITY MANAGER AND CHIEF OF  
6 POLICE TO SIGN MEMORANDUM OF UNDERSTANDING NO.  
7 RELATING TO 2015-2018 COLLECTIVE BARGAINING  
8 AGREEMENT  
9

10 WHEREAS, the City Council authorized the City Manager to enter into a  
11 Collective Bargaining Agreement with the Keizer Police Association by Resolution  
12 R2015-2629;

13 WHEREAS, such Collective Bargaining Agreement is effective from July 1, 2015  
14 through June 30, 2018;

15 WHEREAS, from time-to-time amendments need to be made to such Agreement  
16 to modify provisions and change job classifications as authorized by the Council;

17 WHEREAS, such amendments are made with the use of Memorandum of  
18 Understanding;

19 WHEREAS, the Council authorized the City Manager and Chief of Police to sign  
20 Memorandum of Understanding relating to the 2015-2018 Collective Bargaining  
21 Agreement without further authorization by the City Council except for amendments  
22 relating to provisions that relate to wages, benefits, budgetary matters, or job  
23 classification additions, except in situations where the job classifications have already  
24 been formally approved by the Council;

1           WHEREAS, the City Manager and Chief of Police have executed Memorandum  
2 of Understanding No. 1 through No. 6 to amend some of the provisions of the Collective  
3 Bargaining Agreement;

4           WHEREAS, Memorandum of Understanding No. 7 must be authorized by the  
5 City Council since it partially relates to benefits;

6           NOW, THEREFORE,

7           BE IT RESOLVED by the City Council of the City of Keizer that the City  
8 Manager and Chief of Police are authorized to sign Memorandum of Understanding No.  
9 7, a copy of which is attached hereto.

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

12          PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

13

14          SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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\_\_\_\_\_  
Mayor

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\_\_\_\_\_  
City Recorder

**2015-2018 Collective Bargaining Agreement**  
**Memorandum of Understanding No. 7**

This MOU is specific to Mr. Grant Davis and regards a conditional offer of employment. Mr. Davis is a lateral police officer applicant with a specific skill set for which the Keizer Police Department solicited employment applications in order to hire directly into its detective unit. Notably Det. Davis is a Spanish-speaking, experienced detective, with a proven ability to lead an investigation.

In order to compensate Det. Davis sufficiently to fulfill his desire to work for the City of Keizer, the City and Det. Davis agreed to an offer of employment conditional upon, one, his meeting certain background and medical requirements and, two, the Keizer Police Association (KPA) and the Keizer City Council agreeing to this MOU.

There are two items subject to this MOU:

1. In recognition of his 17 years of police work including his history of work with Keizer police detectives (though mutual aid), Det. Davis will accrue vacation at the level for employees with 15 years of service as described in Section 10.1.A.5 of the KPA CBA, effective upon hire.
2. The KPA and the City agree that Det. Davis will be eligible for advancement to Step 7 based upon a satisfactory performance evaluation as described in Section 7.1.D of the KPA CBA effective the first pay period after completion of five years, not ten years, as described in Section 7.1.B.

This MOU sets no precedence.

This MOU will take effect upon the date it is fully signed.

---

Signatures below testify to the acceptance of this Memorandum of Understanding.

**FOR THE CITY OF KEIZER:**

---

Chris Eppley, City Manager

---

Date

---

John Teague, Chief of Police

---

Date

**2015-2018 Collective Bargaining Agreement  
Memorandum of Understanding No. 7**

**FOR THE KEIZER POLICE ASSOCIATION:**

\_\_\_\_\_  
Darsy Olafson, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kevin DeMarco, Vice President

\_\_\_\_\_  
Date

**CITY COUNCIL MEETING: December 18, 2017**

**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  
REVITALIZATION PLAN PROJECT**

The City applied for a grant from the Transportation and Growth Management (TGM) Program for the revitalization plan project. The TGM Grant has been awarded to the City. The application for the grant anticipated that the project would cost \$150,000 with a match of \$18,000 (12%). While preparing the scope of work and negotiating with the consultant, TGM determined that the grant needed to be increased to \$185,000 with a match of \$25,227 (12%). The grant match may be comprised of soft costs, such as publication costs, mailings, etc. and any amount remaining after the soft cost contribution offset is to be paid from the Community Development Program in the General Fund.

The State of Oregon, acting by and through its Department of Transportation has prepared an agreement and it is attached for your consideration.

**RECOMMENDATION:**

Adopt the attached Resolution authorizing the Community Development Director to sign the Intergovernmental Agreement for the revitalization plan project.

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  
3 Resolution R2017-\_\_\_\_\_

4  
5 AUTHORIZING COMMUNITY DEVELOPMENT DIRECTOR TO SIGN  
6 INTERGOVERNMENTAL AGREEMENT WITH STATE OF OREGON  
7 FOR REVITALIZATION PLAN  
8  
9

10 WHEREAS, the City of Keizer has applied for a grant from the Transportation  
11 and Growth Management (TGM) Program for the revitalization plan project;

12 WHEREAS, the City has been awarded a TGM grant;

13 WHEREAS, the State of Oregon, acting by and through its Department of  
14 Transportation and the City are authorized to enter into agreements under Oregon  
15 Revised Statutes Chapter 190;

16 WHEREAS, the State and the City wish to enter into the attached  
17 Intergovernmental Agreement;

18 NOW, THEREFORE,

19 BE IT RESOLVED by the City Council of the City of Keizer that the Community  
20 Development Director is authorized to sign the attached Intergovernmental Agreement  
21 for the revitalization plan project.

22 BE IT FURTHER RESOLVED that the Community Development Director is  
23 directed and authorized to take all action necessary and appropriate in connection with  
24 such Intergovernmental Agreement within the normal budgetary constraints of the City  
25 of Keizer.

1           BE IT FURTHER RESOLVED that the matching funds shall be paid out of the  
2   Community Development Program in the General Fund.

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

5           PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

6  
7           SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Recorder

## **INTERGOVERNMENTAL AGREEMENT**

### **City of Keizer, Revitalization Plan**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation (“ODOT” or “Agency”), and the City of Keizer (“City” or “Grantee”).

### **RECITALS**

1. The Transportation and Growth Management (“TGM”) Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.

2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.

3. This TGM Grant (as defined below) is financed with federal Fixing America’s Surface Transportation Act (“FAST Act”) funds. Local funds are used as match for FAST Act funds.

4. By authority granted in Oregon Revised Statutes (“ORS”) 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.

5. City has been awarded a TGM Grant which is conditional upon the execution of this Agreement.

6. The parties desire to enter into this Agreement for their mutual benefit.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **SECTION 1. DEFINITIONS**

Unless the context requires otherwise, the following terms, when used in this Agreement, shall have the meanings assigned to them below:

A. “City's Amount” means the portion of the Grant Amount payable by ODOT to City for performing the tasks indicated in Exhibit A as being the responsibility of City.

B. “City's Matching Amount” means the amount of matching funds which City is required to expend to fund the Project.

C. “City's Project Manager” means the individual designated by City as its project manager for the Project.

D. “Consultant” means the personal services contractor(s) (if any) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).

E. “Consultant’s Amount” means the portion of the Grant Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.

F. “Direct Project Costs” means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs. Any jurisdiction or metropolitan planning organization that has federally approved indirect cost plans may treat such indirect costs as Direct Project Costs.

G. “Federally Eligible Costs” means those costs which are Direct Project Costs of the type listed in Exhibit D incurred by City and Consultant during the term of this Agreement.

H. “Grant Amount” or “Grant” means the total amount of financial assistance disbursed under this Agreement, which consists of the City's Amount and the Consultant’s Amount.

I. “ODOT’s Contract Administrator” means the individual designated by ODOT to be its contract administrator for this Agreement.

J. “PSK” means the personal services contract(s) executed between ODOT and the Consultant related to the portion of the Project that is the responsibility of the Consultant.

K. “Project” means the project described in Exhibit A.

L. “Termination Date” has the meaning set forth in Section 2.A below.

M. “Total Project Costs” means the total amount of money required to complete the Project.

N. “Work Product” has the meaning set forth in Section 5.I below.

## **SECTION 2. TERMS OF AGREEMENT**

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on June 1, 2019 (“Termination Date”).

B. Grant Amount. The Grant Amount shall not exceed \$185,000.

C. City's Amount. The City's Amount shall not exceed \$0.

D. Consultant's Amount. The Consultant's Amount shall not exceed \$185,000.

E. City's Matching Amount. The City's Matching Amount is \$25,227 or 12% of the Total Project Costs.

## **SECTION 3. CITY'S MATCHING AMOUNT**

A. Subject to submission by City of such documentation of costs and progress on the Project (including deliverables) as are satisfactory to ODOT, the City may be reimbursed by ODOT for, or may use as part of the City's Matching Amount, as the case may be, only Direct Project Costs that are Federally Eligible Costs that City incurs after the execution of this Agreement up to the City's Amount. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.

B. City shall present cost reports, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. City shall submit cost reports for 100% of City's Federally Eligible Costs.

C. ODOT shall make interim payments to City for deliverables identified as being City's responsibility in the approved statement of work set out in Exhibit A within 45 days of satisfactory completion (as determined by ODOT's Contract Administrator) of such deliverables.

D. ODOT reserves the right to withhold payment equal to ten percent (10%) of each disbursement until 45 days after ODOT's Contract Administrator's approval of the

completion report described Section 5.K(2), at which time the balance due to City under this Agreement shall be payable.

E. Within 45 days after the latter of the Termination Date of this Agreement or City's compliance with Section 5.K. below, ODOT shall pay to City the balance due under this Agreement.

F. ODOT shall limit use, as part of the City's Matching Amount, travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.

#### **SECTION 4. CITY'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION**

A. City represents and warrants to ODOT as follows:

1. It is a municipality duly organized and existing under the laws of the State of Oregon.

2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.

3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of City.

4. This Agreement has been executed and delivered by an authorized officer(s) of City and constitutes the legal, valid and binding obligation of City enforceable against it in accordance with its terms.

5. The authorization, execution and delivery of this Agreement by City, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which City or its property is bound.

6. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of City.

B. As federal funds are involved in this Grant, Exhibit E sets forth information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200, and City, by execution of this Agreement, makes the certifications set forth in Exhibits B and C. For purposes of the certifications in Exhibits B and C, references to "Contractor" shall be deemed references to City.

C. City understands and agrees that ODOT's obligation hereunder is contingent on ODOT having received funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

## **SECTION 5. GENERAL COVENANTS OF CITY**

A. City shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. City shall complete the Project; provided, however, that City shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

B. City shall, in a good and workmanlike manner, perform the work on the Project, and provide the deliverables for which City is identified in Exhibit A as being responsible.

C. City shall perform such work identified in Exhibit A as City's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. City shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. All employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with these requirements.

E. City shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

F. City agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, City agrees to:

- (1) Meet with the ODOT's Contract Administrator; and
- (2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

G. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, City expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

H. City shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, City shall maintain any other records pertinent to this Agreement in such a manner as to clearly document City's performance. City acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of City that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

I. (1) All of City's work product related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and City intend that such Work Product be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, such Work Product is not deemed "work made for hire", City hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark,



trade secret, or any other state or federal intellectual property law or doctrine. City shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. City forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) ODOT hereby grants to City a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

(3) City shall ensure that any work products produced pursuant to this Agreement include the following statement:

“This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by the federal Fixing America’s Surface Transportation Act (“FAST Act”), local government, and State of Oregon funds.

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

(4) The Oregon Department of Land Conservation and Development and ODOT may each display appropriate products on its “home page”.

J. Single Audit Act Requirements. The TGM Program receives FAST Act grant funds through the Catalog of Federal Domestic Assistance (“CFDA”) No. 20.205: Highway Planning and Construction and is subject to the regulations of the U.S. Department of Transportation (“USDOT”). City is a sub-recipient.

(1) Subrecipients receiving federal funds in excess of \$750,000 in the subrecipient’s fiscal year are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. The Grantee, if subject to this requirement, shall at its own expense submit to ODOT a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to ODOT the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of the Grantee responsible for the financial management of funds received under this Agreement.

(2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If the Grantee did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs

for performance of that audit shall not be charged to the grant received under this Agreement.

(3) The Grantee shall save, protect and hold harmless ODOT from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Agreement. The Grantee acknowledges and agrees that any audit costs incurred by the Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between the Grantee and the State of Oregon.

Exhibit E sets out the information required by 2 CFR 200331(a)(1). Records must be available as provided in Section 5.H. above..

K. Unless otherwise specified in Exhibit A, City shall submit all final products produced in accordance with this Agreement to ODOT's Contract Administrator in the following form:

- (1) two hard copies; and
- (2) in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on compact diskettes.

L. Within 30 days after the Termination Date, City shall

- (1) pay to ODOT City's Matching Amount less Direct Project Costs that are Federally Eligible Costs previously reported as City's Matching Amount. ODOT may use any funds paid to it under this Section 5.L (1) or any of the City's Matching Amount that is applied to the Project pursuant to Section 3.A to substitute for an equal amount of the federal FAST Act funds used for the Project or use such funds as matching funds; and
- (2) provide to ODOT's Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:
  - (a) The permanent location of Project records (which may be subject to audit);
  - (b) A summary of the Total Project Costs, including a breakdown of those Project costs that are being treated by City as City's Matching Amount; and
  - (c) A list of final deliverables.

## **SECTION 6. CONSULTANT**

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to accomplish the work described in Exhibit A as being the responsibility of the Consultant. In such a case, even though ODOT, rather than City is the party to the PSK with the Consultant, ODOT and City agree that as between themselves:

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of City;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from City;
- C. City shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- D. City will appoint a Project Manager to:
  - (1) be City's principal contact person for ODOT's Contract Administrator and the Consultant on all matters dealing with the Project;
  - (2) monitor the work of the Consultant and coordinate the work of the Consultant with ODOT's Contract Administrator and City personnel, as necessary;
  - (3) review any deliverables produced by the Consultant and communicate any concerns it may have to ODOT's Contract Administrator; and
  - (4) review disbursement requests and advise ODOT's Contract Administrator regarding payments to Consultant.

## **SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS**

- A. [Reserved]
- B. ODOT represents that the statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.
- C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.

D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

## **SECTION 8. TERMINATION**

This Agreement may be terminated by mutual written consent of all parties. ODOT may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:

A. City fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

B. Consultant fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.

D. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

In the case of termination pursuant to A, B, C or D above, ODOT shall have any remedy at law or in equity, including but not limited to termination of any further disbursements hereunder. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

## **SECTION 9. GENERAL PROVISIONS**

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or City at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and City are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 5(H), 5(I), and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. The parties agree as follows:

(a) Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Grantee ("Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 9(E) with respect to the Third Party Claim.

With respect to a Third Party Claim for which ODOT is jointly liable with the Grantee (or would be if joined in the Third Party Claim ), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(b) Choice of Law; Designation of Forum; Federal Forum.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive

jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(3) Notwithstanding Section 9.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 9.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 9.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding mediation or non-binding arbitration) to resolve the dispute short of litigation.

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

G. This Agreement may be executed in several counterparts (facsimile or otherwise), all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives are duly authorized, have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**City**

*City of Keizer*

By: \_\_\_\_\_  
(Official's Signature)

\_\_\_\_\_  
(Printed Name and Title of Official)

Date: \_\_\_\_\_

**ODOT**

STATE OF OREGON, by and through  
its Department of Transportation

By: \_\_\_\_\_  
Jerri Bohard, Division Administrator or  
designee  
Transportation Development Division

Date: \_\_\_\_\_

**ATTORNEY GENERAL'S OFFICE**

Approved as to legal sufficiency by the  
Attorney General's office.

By: Marvin Fjordbeck  
(Official's Signature)

Date: via e-mail December 11, 2017

**Contact Names:**

Nate Brown  
City of Keizer  
930 Chemawa Road  
Keizer, OR 97303  
Phone: 503-856-3442  
Fax: 503-390-8288  
E-Mail: brownn@keizer.org

David Helton, Contract Administrator  
Transportation and Growth Management Program  
644 A Street  
Springfield, OR 97477  
Phone: 541-726-2545  
Fax: 541-744-8088  
E-Mail: David.I.Helton@odot.state.or.us



**EXHIBIT A**  
**STATEMENT of WORK and DELIVERY SCHEDULE**  
**for**  
**TGM 2B-16**  
**City of Keizer**  
**Keizer Revitalization Plan**

|  |  |
|--|--|
| <b>Agency's Project Manager ("APM") for the WOC</b><br>Name: David Helton<br>Address: 2080 Laura Street<br>Springfield, OR 97477<br><br>Phone: (541) 726-2545<br>Fax:<br>Email: <a href="mailto:David.I.Helton@odot.state.or.us">David.I.Helton@odot.state.or.us</a> | <b>Consultant's Project Manager ("PM") for the WOC</b><br>Name: Glen Bolen AICP<br>Address: 808 SW Third Avenue<br>Portland, OR 97204<br><br>Phone: (503) 415-2375<br>Fax: (503) 415-2304<br>Email: <a href="mailto:Glen.Bolen@otak.com">Glen.Bolen@otak.com</a> |
| <b>Contract Administrator for the WOC</b><br>Name: David Helton<br>Phone: (541) 726-2545<br>Email: <a href="mailto:David.I.Helton@odot.state.or.us">David.I.Helton@odot.state.or.us</a>  |  |
| <b>Local Project Manager</b><br>Name: Nate Brown<br>Address: 930 Chemawa Road<br>Keizer, OR 97304<br><br>Phone: (503) 856-3442<br>Fax: (503) 390-8288<br>Email: <a href="mailto:brown@keizer.org">brown@keizer.org</a>   |  |

Agency may change the APM designation by promptly sending written notice (e-mail notice or electronic amendment acceptable) to Consultant, with a copy to ODOT Procurement Office. Changes to Agency's WOC Administrator must be done by amendment or electronic amendment. Any changes to Consultant's Project Manager must be approved in writing (e-mail acceptable) by Agency. Consultant shall provide written notice (email acceptable) to Agency of any changes to Consultant's other contacts for this WOC.

**PROJECT DESCRIPTION and OVERVIEW of SERVICES**

Agency is contracting with Consultant for Services in connection with the following project.

## **Definitions**

|                    |  |
|--------------------|--|
| Agency or ODOT     | Oregon Department of Transportation          |
| APM                | Agency Project Manager                       |
| CAC                | Citizen Advisory Committee                   |
| City               | City of Keizer                               |
| MWVCOG             | Mid-Willamette Valley Council of Governments |
| NTP                | Notice to Proceed                            |
| Project            | Keizer Revitalization Plan                   |
| TAZ                | Transportation Analysis Zone                 |
| TGM                | Transportation and Growth Management Program |
| TSP                | Transportation System Plan                   |
| Keizer Vision 2029 | Keizer Compass: Community Vision 2029        |

## **Project Purpose and Transportation Relationship and Benefit**

The Keizer Revitalization Plan project (“Project”) will refine the City of Keizer (“City”) Comprehensive Plan. The Project will build upon and replace previously-adopted neighborhood plans and planning efforts, including but not limited to the Keizer River Road Renaissance Implementation Report, adopted in 2004; the McNary Activity Center Design Plan, adopted in 1991; and planning efforts in the Cherry Avenue area.

The Project will update these plans and planning efforts to create policies and identify investments to increase development densities and the mix of land uses and to improve conditions for walking, cycling, and riding transit. The Project will help City make more efficient use of existing urban land and transportation infrastructure, reducing the need for future Urban Growth Boundary expansions and expensive transportation investments.

## **Project Study Area**

The Project Study Area (see Figure 1) focuses on three existing central commercial corridors in Keizer and the adjacent residential neighborhoods. The commercial corridors are centered on River Road North at Lockhaven Drive, at Chemawa Road, and from Manbrin Drive along River Road and Cherry Avenue to the south city limits. The Project will identify appropriate and specific boundary locations for the application of plan policies, development regulations, and public investments in Task 4.

## **Background**

Project will build upon recent planning efforts. The Keizer Community Vision 2029 report (2009) established a Vision and seven Key Themes. The Vision and Key Themes spoke of the need to plan for growth with a mix of housing and business held together in a well-connected community with a variety of transportation options. The Project will use the Vision and Key Themes as the starting point for developing a vision for the Project Study Area.

The 2013 and 2014 update of the City’s Comprehensive Plan incorporated the Key Themes and the results of two 2011 studies of the joint Salem-Keizer Urban Growth Boundary, the Housing

Needs Analysis and the Economic Opportunities Analysis. The Comprehensive Plan established that 2,422 housing units and 3,000 new jobs will need to be sited on lands already within the City. Comprehensive Plan goals and objectives for commercial, industrial, and residential development call for analyzing opportunities for rezoning and encouraging redevelopment “where full urban services, public facilities, and routes of public transportation are available.”

The Project Study Area will be targeted for new development and redevelopment that will increase the amount and mix of commercial and residential uses. Multi-modal transportation investments will be needed to support more intensive use without over-reliance on use of automobiles for mobility and access. Intensifying land uses will help City to meet some of its projected employment and residential needs, thereby reducing the need to expand the Urban Growth Boundary. Project has the potential to reduce the amount of land needed for housing and employment outside of the existing areas served by established infrastructure.

### **Project Objectives**

The goal of the Project is to develop plans for the Project Study Area that include strategies, design treatments, and regulations to:

- promote mixed-use and transit-oriented development,
- encourage increased development densities within these areas, and
- encourage the development of facilities and services to support use of alternative travel modes.

### **Project Management and Roles**

City shall provide Consultant with existing and readily available data, review and comment on Project deliverables, and participate in Project committees. City shall report local match expenditures every two months to the Oregon Department of Transportation’s (“ODOT”) Agency Project Manager (“APM”).

City shall ensure involvement of City staff, Planning Commissioners, and City Council members throughout the Project (for example, through periodic briefings and committee assignments) to help assure that final products have broad support. City shall act as the public face of the project by co-facilitating Project meetings and coordinating with Consultant to ensure that Project-related communications come from City or are on the City’s behalf.

Consultant shall perform the Project technical tasks, prepare draft and revised deliverables, prepare content for meetings, and conduct Project meetings, as required. Consultant shall work with the general public, Project committees, City staff, and the APM to solicit input on analyses and recommendations developed by the Project. Consultant shall maintain regular communication with City and APM to ensure satisfactory completion of deliverables in accordance with Project Schedule.

### **Methods of Analysis**

For assessment of transportation conditions, deficiencies, needs, and facility designs, Consultant shall use established and generally accepted methods, published guidelines, and established

policies.

In General:

- Final versions of the Contractor's transportation analysis must be stamped by an Oregon-registered Professional Engineer in good standing and with an active and current license, with expertise in civil or traffic engineering.
- For traffic analysis, Consultant shall follow the Highway Capacity Manual 2010 procedures and comply with ODOT's Analysis Procedures Manual available at <http://www.oregon.gov/ODOT/TD/TP/pages/apm.aspx> . For signalized intersections, Consultant shall use Highway Capacity Manual 2000 methods for producing intersection volume to capacity ratios.
- Contractor shall coordinate all traffic analysis with ODOT's Transportation Planning Analysis Unit and Region 2 Traffic Section. If needed, Consultant shall coordinate with local jurisdictions or groups such as the Salem-Keizer Area Transportation Study.
- Contractor shall furnish written and electronic documentation for all assumptions, data, calculations, and results. This includes paper and computer files (i.e. spreadsheets and analysis software files).

### **Written and Graphic Deliverable Requirements**

Consultant shall prepare an initial version of Project deliverables, including Draft Memoranda, Revised Memoranda, and Presentation Material, for City Project Manager to review and Consultant to revise prior to release for review by others or posting to the Project Website.

City Project Manager shall compile comments received from other reviewers on draft products and provide compiled comments to Consultant for preparation of revised deliverables. City Project Manager shall provide guidance to Consultant on the appropriate response where there is conflict between comments from reviewers.

All written and graphic deliverables must be submitted in electronic versions for review, posting on the Project Website, and record-keeping for the Project. Electronic versions of written (text) deliverables must be in Microsoft Word and Portable Document Format files, or in a format agreed to by APM. Written deliverables must include the project name, a title that refers to the contract deliverable, and date of preparation. Any deliverables specified for posting on the Project web site must be submitted in .pdf.

Graphic deliverables may be developed in ArcMap, Adobe Illustrator, Auto CAD, or other applications appropriate to the deliverable. Graphic deliverables submitted for review must be delivered in .pdf for readability. Electronic files of final graphics submitted to City and ODOT must be in .pdf and in the native format to allow for future updating and revisions. All graphic deliverables must be labeled with the project name, a title that corresponds to the contract deliverable, a legend, and the date of preparation.

Display-sized graphics for Project meetings and events must be printed by Consultant in color, when important to public comprehension and mounted to allow display on an easel or wall.

Final plans must be prepared as recommendations for adoption-ready final policy statements of the local government and must not include language such as “it is recommended ...” or “City should ...” Final plans must identify the amendments or deletions to existing local government plans or codes necessary to implement the plan.

The following text must appear in the final version of all final deliverables:

This project is partially funded by a grant from the Transportation and Growth Management (“TGM”) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Fixing America’s Surface Transportation Act (FAST-Act), local government, and State of Oregon funds.

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

Consultant name or logos must not appear on final documents, with the exception of the acknowledgement page.

### **Meeting Requirements**

Meeting arrangements include scheduling, providing comments on meeting materials, timely distribution of agendas and meeting materials, providing copies of materials for distribution at meetings, reserving a suitable location, providing a sound system (if needed), room set-up, advertising, any required legal notice, posting notice, and mailing notice, as required.

Conducting meetings includes: preparing agendas and meeting materials, making presentations, and facilitating discussion of relevant issues.

Meeting locations must be accessible by people with disabilities. Meeting notices must include an offer to make accommodations for people with disabilities with sufficient advance notice, with contact information for such notification.

Meeting arrangements and considerations for non-English speakers are addressed in the Public Involvement section.

Notice of Project meetings must include reference to the Project Website where the Project Objectives, Schedule, and deliverables are posted.

Meeting summaries must include:

- summary minutes with key points raised during the meeting;
- how Consultants intend to address key points; and
- an assessment of the implications of key points for Project scope and Project Schedule.

## **Public Involvement**

City shall issue press releases, place advertisements in media, process and send mail and e-mail, place articles and announcements in City publications, identify stakeholders, and conduct similar activities to support public involvement efforts for the Project. Consultant shall develop content for public involvement materials as specified in the Statement of Work. City and Consultant shall coordinate to ensure that Project-related communications appear to come from City or are on the City's behalf.

Consultant shall provide City with documentation of participant attendance (including the original sign-in sheets) for each public involvement activity and shall provide City with names of persons and organizations who have requested to be on the Interested Parties List at Project-related meetings, or through other means. City shall maintain the documentation of all public involvement activities, participants, and outreach as part of the public record for this Project.

Public involvement must allow the community an opportunity to provide input into the planning process. City shall consider environmental justice issues, which is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. **Fair treatment** means that no group of people, including a racial, ethnic, or a socioeconomic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies. **Meaningful involvement** means that: (1) potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment or health; (2) the public's contribution can influence the regulatory agency's decision; (3) the concerns of all participants involved will be considered in the decision making process; and (4) the decision makers seek out and facilitate the involvement of those potentially affected.

City and consultant shall utilize the ODOT Title VI (1964 Civil Rights Act) Plan guidance to identify Title VI populations, formulate public involvement strategies, recruit and engage participants, and report outreach efforts to and participation by Title VI communities.

Consultant shall work with City to identify effective methods of engagement with Spanish-speaking and other Title VI communities in the Project Study Area. To reach Spanish-speaking populations in the Project Study Area, Consultant shall provide Spanish language translation for the development of public involvement materials and City shall provide Spanish-language outreach and interpretation services at project-related events. Initial Project outreach material and initial material posted to the Project Website must be in English and Spanish. City shall identify and invite members of the Latino community to public meetings. Consultant shall provide meeting invitations and announcements in Spanish. City shall provide translation services upon request for in-person presentations and relevant portions of Project-related documents.

## **STANDARDS and GENERAL REQUIREMENTS**

The standards and general requirements applicable to this WOC are stated in the parent PA. In

addition to those stated in the PA, the following shall apply to this WOC:

**1. Software Requirements**

- **Microsoft Word**
- **PDF**
- **ArcMap**
- **Adobe Illustrator**
- **Auto CAD**

**2. ADA Compliance – Assessment, Design, Inspection.** When the Services under this WOC include **assessment or design (or both)** for curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), Consultant shall:

- a. Utilize ODOT standards to assess and ensure Project compliance with the Americans with Disabilities Act of 1990 (“ADA”), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards; and shall
- b. Follow ODOT’s processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form.

When the Services under this WOC Contract include **inspection** of curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), all such inspections shall include inspection for compliance with the standards and requirements in a. and b. above. In addition, at Project completion, Consultant shall send an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to ODOT’s Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT’s fillable Curb Ramp Inspection Form and instructions are available at the following address: <http://www.oregon.gov/ODOT/Forms/Pages/default.aspx>

Above references to curb ramps, sidewalks or pedestrian-activated signals also include, when applicable, shared use paths, transit stops, park-and-rides and on-street parking.

**REVIEW, COMMENT and SCHEDULE OVERVIEW**

- Consultant shall coordinate with Agency staff as necessary and shall revise draft deliverables to incorporate Agency draft review comments.
- Consultant shall incorporate comments within 10 business days from receipt by Agency and return the Final to Agency staff, unless a different timeframe is specified for specific tasks or otherwise agreed to in writing by Agency.

**FORMAT REQUIREMENTS**

- Consultant shall submit draft deliverables in electronic format via email (and hard copy if requested).

- Consultant shall also submit all graphic files accompanying reports separately in .jpg or .tif formats unless specified differently by Agency.
- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., MS Word, Excel, etc.) and must be fully compatible with version used by Agency.
- Additional format requirements may be listed with specific tasks/deliverables in the SOW or in the PA.

## **TASKS, DELIVERABLES and SCHEDULE**

Unless the WOC is terminated or suspended, Consultant shall complete all tasks and provide all deliverables (collectively, the “Services”) included in this WOC and in accordance with the performance requirements and delivery schedules included in this WOC. For purposes of standardization, the task numbering in this SOW may be non-sequential. The delivery schedule is consolidated in a table at the end of Section E.

### **Statement of Work**

#### **Task 1: Project Reconnaissance and Kickoff**

##### **1.1 Background Documents**

City shall provide Background Documents to Consultant that includes pre-existing information about existing conditions, planned improvements, forecasts of future conditions, existing land use plans and policies, recent traffic studies, and plans for potential improvements in the Project Study Area.

Background Documents must include at a minimum:

- City of Keizer Comprehensive Plan (Updated 2014)
- City of Keizer Transportation System Plan (Updated 2014)
- City of Keizer Development Code
- Salem-Keizer Metropolitan Area Economic Opportunities Analysis 2012 to 2032 (May 2011)
- Goal 9 Economic Opportunities Analysis and Goal 10 Housing Needs Analysis (April 2013)
- Keizer Compass: Community Vision 2029 (“Keizer Vision 2029”) (June 2009)
- Keizer River Road Renaissance Implementation Report (2004)
- McNary Activity Center Design Plan (1991)
- Recent Traffic Counts

Consultant shall coordinate with City to ensure the City provides all documents relevant to the Project. Background Documents should be provided in any format City deems suitable (such as paper copies, electronic files, or links to documents available on the internet). Delivery of Background Documents to Consultant must be completed within three weeks of the Notice to Proceed (“NTP”) for the Project unless a later date is approved by the APM.



## **1.2 Project Kickoff Meeting**

City shall arrange and Consultant shall lead and facilitate Project Kickoff Meeting in Keizer with City staff, APM, and others invited by City to:

1. Review Project Objectives, Project Schedule, statement of work and key deliverables, and other items related to management of Project.
2. Discuss methods for public participation.
3. Establish protocols for coordination of Project with any other ongoing projects and initiatives relevant for the Project.
4. Discuss the implications of identified plans, policies, and regulations in Background Documents for the development of Project deliverables.

The Project Kickoff Meeting must occur within two weeks of the NTP unless a later date is approved by the APM.

## **1.3 Initial Project Outreach Material**

Consultant shall prepare Initial Public Outreach Material for the Project. Initial Public Outreach Material must include text for a press release and informational flyers. Initial Public Outreach Material must also include an invitation to participate; a clear description of the Project Objectives, Project's scope and schedule; contact information for City staff. Moreover, Initial Public Outreach Material must also provide the public with ways to obtain more information, including links to the Project Website. Initial Public Outreach Material must be both in English and Spanish.

Consultant shall provide materials to City for review and distribution. City shall distribute Initial Public Outreach Material by issuing press releases, placing advertisements in local print media, and distributing informational flyers to property owners, residents, and business owners in the Project Study Area.

Initial Project Outreach Material must be delivered to the City within three weeks of the NTP unless a later date is approved by the APM.

## **1.4 Project Website**

Consultant shall develop the initial content for posting on a Project Website hosted by City. Consultant shall develop initial material for the Project Website, which at a minimum must include: an overview of the Project, a schedule showing major Project tasks and public involvement activities, a summary of frequently asked questions ("FAQs"), tentative dates for upcoming public meetings, a comment submission feature, and an interactive web-based map to gather public input. City shall post meeting dates and opportunities for public involvement on the Project Website and send updates to Interested Parties. Initial material for the Project Website must be provided to the City within three weeks of the NTP unless a later date is approved by the APM.

City shall post updated meeting dates and Project-related material to the Project Website within three days of when that material becomes available to the City. City shall compile all public

comments received through the Project Website or by other means, and provide these comments to Consultant for review during development of Project deliverables.

### **1.5 CAC Roster and Interested Parties List**

City shall form a Citizen Advisory Committee (“CAC”) to review Project deliverables and provide guidance to City and Consultant on the Project. Key stakeholders invited to participate on the CAC must include representatives of:

- Project Study Area business owners and associations
- Project Study Area residents
- Users of transportation facilities in the City (including bicycle & pedestrian advocates)
- Salem-Keizer Public Schools

City shall prepare and distribute CAC Roster to Consultant and APM within three weeks of the NTP unless a later date is approved by the APM.

City shall develop Interested Parties List for individuals and groups expressing interest in the Project for use when sending public notices and updates for the Project.

### **City Deliverables**

- 1.a Background Documents
- 1.b Project Kickoff Meeting
- 1.c Initial Project Outreach Material
- 1.d Project Website
- 1.e CAC Roster and Interested Parties List
- 1.f Review and comment on Consultant deliverables

### **Consultant Deliverables**

- 1.A Background Documents coordination
- 1.B Project Kickoff Meeting
- 1.C Initial Project Outreach Material
- 1.D Project Website

## **Task 2: Goals and Existing Conditions**

### **2.1 Draft Memorandum #1: Goals and Vision for Revitalization**

Consultant shall prepare Draft Memorandum #1 that summarizes existing goals and vision for revitalization and visionary elements of existing plans, including Keizer Vision 2029, that are applicable to the Project Study Area.

Consultant shall provide Draft Memorandum #1 to City and APM for review and comment before it is made available to the public. Consultant shall participate in a meeting (phone acceptable) with City Project Manager and others invited by City to discuss modifications to Draft Memorandum #1 that may be needed to fully reflect current City goals and visions for the Project Study Areas. Consultant shall revise Draft Memorandum #1 based on specific edits and

guidance provided by the City. Draft Memorandum #1, with revisions from City review, must be provided to the City no later than one week before CAC Meeting #1 unless a later date is approved by the APM.

## **2.2 Draft Memorandum #2: Existing Conditions**

Consultant shall prepare Draft Memorandum #2 that describes existing physical and socio-economic conditions. Draft Memorandum #2 must identify proposed boundaries for the analysis of Existing Conditions that includes sub-area boundaries for neighborhoods and commercial districts in the Project Study Area. The boundaries are expected to generally coincide with Figure 1. The boundaries must aim to encompass areas that contain a mix of potentially transformative sites and those in close proximity. Conditions described in Draft Memorandum #2 must include the following:

- Comprehensive Plan designations and zoning
- Pattern and amount of existing land uses by type and location
- Ownership of parcels
- Estimates of population, demographic conditions, and employment by type and, as available, by location
- Location of major employers and trip generators
- Operational and physical characteristics of existing transportation facilities based on the City's Transportation System Plan (2014)
- Qualitative assessment of conditions for people walking, cycling, and using transit
- Location and type of public facilities, including schools, parks, and police/fire stations
- Planned public improvements, including any modifications to existing streets, sidewalks, and transit facilities
- Potential private developments that are known to the public

Draft Memorandum #2 must include a general assessment of the capacity of utilities to serve growth in the Project Study Area, particularly transportation, water, stormwater, and wastewater, based on a review of existing assessments of these services and interviews with staff at utility agencies. Draft Memorandum #2 must be provided to the City for review no later than one week before CAC Meeting #1 unless a later date is approved by the APM.

## **2.3 Draft Memorandum #3: Market Analysis**

Consultant shall prepare Draft Memorandum #3 that describes existing and future market conditions for development of a range of single-family and multi-family residential, commercial, industrial, and mixed-use building types in the Project Study Area. Consultant shall work with City to establish the types of building types for assessment in Draft Memorandum #3. The assessment of market conditions must include consideration of economics, demographics, and the regulatory environment. Draft Memorandum #3 must identify opportunities and barriers to development and potential changes to local regulations that could improve the environment for development in the Project Study Area.

The assessment of future market conditions must use a planning period of 20 years and be

consistent with coordinated population forecasts, which were developed for City by the Population Research Center at Portland State University. In preparing assessment of market conditions, Consultant shall conduct a field visit of the Project Study Area and conduct a series of interviews with at least five area contacts identified by the City.

Consultant shall provide Draft Memorandum #3 to City and APM no later than one week before CAC Meeting #1 unless a later date is approved by the APM.

#### **2.4 Stakeholder Outreach Meetings #1**

City shall arrange a series of up to nine individual or a small group meetings, the number of which is determined by City, in Keizer with Project stakeholders and members of the community invited by City. Stakeholder Outreach Meetings must be scheduled to occur over three weekdays. Consultant shall conduct meetings to solicit participant's input on goals for future development, existing conditions, and market conditions for development in the Project Study Area. Consultant shall ask meeting participants to suggest potential policy and code methods for implementing goals for future development and on the need for public investments to support desired development. Stakeholder Outreach Meetings #1 must be conducted concurrent to the development of Draft Memoranda #1, #2, and #3 so that input can shape the documents.

Consultant shall provide a summary of Stakeholder Outreach Meetings #1 to City and APM no later than January 31, 2018 unless a later date is approved by the APM.

#### **2.5 CAC Meeting #1**

City shall arrange and Consultant shall conduct CAC Meeting #1 in Keizer. Consultant shall review Project Objectives and Project Schedule, and Draft Memoranda #1, #2, and #3 with CAC. Consultant shall facilitate a discussion of the goals and vision statements in Draft Memorandum #1 and conditions identified in Draft Memoranda #2 and #3. At least two Consultant team members shall attend CAC Meeting #1. CAC Meeting #1 must occur at least three days before Public Event #1 unless a later date is approved by the APM.

Consultant shall provide City and APM with a brief memo that summarizes key issues discussed at the meeting and any implications, for Project Schedule or deliverables within one week after CAC Meeting #1.

#### **2.6 Presentation Materials for Public Event #1**

Consultant shall prepare draft and revised Presentation Material for Public Event #1, including agenda, graphical display boards, a comment form, a sign-in sheet, and a one-page informational handout. Presentation Material for Public Event #1 must include material to provide an overview of major work tasks and deliverables, the schedule of the Project, a summary of the goals and vision statements in Draft Memorandum #1, and a summary of conditions described in Draft Memoranda #2 and #3.

Consultant shall provide Presentation Material for Public Event #1 to City and APM at least two weeks prior to Public Event #1 for review and comment unless a later date is approved by the

APM. City and APM will provide comments to Consultant, no later than five working days before Public Event #1. Consultant shall revise Presentation Material for Public Event #1 to reflect edits and comments received from City and APM.

## **2.7 Public Event #1**

City shall arrange and Consultant shall conduct Public Event #1 to seek public input on: goals and vision elements for the Project Study Area as outlined in Draft Memorandum #1; existing conditions as outlined in Draft Memoranda #2 and #3; key issues that should be addressed by the Project; potential strategies or packages of strategies City should use to address these key issues; and any concerns participants may have about the Project. Consultant shall coordinate with City to review and approve the format for Public Event #1. At least two members of Consultant team must attend Public Event #1. Public Event #1 must occur on or before February 14, 2018 unless a later date is approved by the APM. Consultant shall provide meeting summary to City and APM within two weeks after Public Event #1.

## **2.8 Community Meetings #1**

City shall arrange and conduct presentations to local community groups to introduce the project to them and solicit feedback on the project area goals, vision and conditions. City shall utilize Presentation Materials for Public Event #1 as needed in Community Meetings #1. City shall determine the number of Community Meetings to hold and the schedule when they occur. City shall provide Consultant with a summary of comments made at each Community Meetings #1 within one week of each event that is part of Community Meetings #1 unless a later date is approved by the APM.

## **2.9 Revised Memorandum #1**

Consultant shall revise Draft Memorandum #1 to incorporate comments by reviewers and from participants in Task 2 meetings and events. City Project Manager shall provide Consultant with compiled comments and provide guidance to Consultant to resolve any potentially conflicting viewpoints. Revised Memorandum #1 must identify a set of goals, vision statements, and policies specifically for the Project Study Area and the areas recommended for inclusion in the Keizer Revitalization Plan. Consultant shall provide Revised Memorandum #1 to City and APM no more than two weeks after Public Event #1 unless a later date is approved by the APM.

## **2.10 Revised Memorandum #2**

Consultant shall revise Draft Memorandum #2 to incorporate comments by reviewers and from participants in Task 2 meetings and events. City Project Manager shall provide Consultant with compiled comments and provide guidance to Consultant to resolve any potentially conflicting viewpoints. Consultant shall provide Revised Memorandum #2 to City and APM no more than two weeks after Public Event #1 unless a later date is approved by the APM.

## **2.11 Revised Memorandum #3**

Consultant shall revise Draft Memorandum #3 to incorporate comments by reviewers and from participants in Task 2 meetings and events. City Project Manager shall provide Consultant with compiled comments and provide guidance to Consultant to resolve any potentially conflicting

viewpoints. Consultant shall provide Revised Memorandum #3 to City and APM no more than two weeks after Public Event #1 unless a later date is approved by the APM.

### **City Deliverables**

- 2.a Stakeholder Outreach Meetings #1
- 2.b CAC Meeting #1
- 2.c Public Event #1
- 2.d Community Meetings/Events #1
- 2.e Review and comment on Consultant deliverables

### **Consultant Deliverables**

- 2.A Draft Memorandum #1: Goals and Vision for Revitalization
- 2.B Draft Memorandum #2: Existing Conditions
- 2.C Draft Memorandum #3: Market Analysis
- 2.D Stakeholder Outreach Meetings #1
- 2.E CAC Meeting #1
- 2.F Presentation Material for Public Event #1 and Community Meetings/Events #1
- 2.G Public Event #1
- 2.H Revised Memorandum #1
- 2.I Revised Memorandum #2
- 2.J Revised Memorandum #3

## **Task 3: Gap Analysis**

### **3.1 Draft Memorandum #4: Gap Analysis and Implementation Strategies**

Consultant shall conduct an analysis of the gap between the vision for future land use and transportation characteristics in Revised Memorandum #1 and the characteristics that are likely to result from development and redevelopment that is consistent with current adopted policies, standards, regulations, and existing and planned public facilities. Draft Memorandum #4 must:

1. Develop a Baseline Future by estimating the likely type and intensity of future land uses and transportation conditions in the Study Area, consistent with current adopted policies, standards, regulations, and existing and planned public facilities. The transportation baseline will be based on the City's Transportation System Plan ("TSP"), the development baseline will be based on growth forecasts within the TSP and market conditions within the allowances of the City's zoning code.
2. Assess consistency of Baseline Future conditions with the goals, vision statements, and policies in Revised Memorandum #1.
3. Identify impediments to implementing goals, vision statements, and policies in Revised Memorandum #1. Impediments may include market conditions, public facility and service capacities, and policies and regulations found in City's adopted Comprehensive Plan, existing Refinement Plans, Transportation System Plan, and Development Code.
4. Describe potential measures City could use to implement goals, vision statements, and policies in Revised Memorandum #1. Potential measures may include plan policies, zoning districts, and Development Code regulations. Potential measures must include

measures commonly used by municipalities in Oregon as well as less common and innovative measures such as form-based codes and design guidelines. Consultant shall consider development code concepts contained in the Transportation and Growth Management Program publications available at the Code Assistance site at <http://www.oregon.gov/LCD/TGM/Pages/codeassistance.aspx>.

5. Assess the suitability of potential implementation measures, including an assessment of the strategy's legality in Oregon, relative administrative cost, potential market reaction, degree of goal and vision implementation, likelihood of citizen acceptance, and implications for other City policies and practices.
6. Identify investments in public facilities and services, in addition to or revising those that are already planned, that are likely needed to support a land use pattern consistent with goals, vision statements, and policies in Revised Memorandum #1. Additional public investments may include improvements to the transportation system, parks and recreation facilities and services, public safety, and utilities.
7. Identify steps needed to implement potential measures and additional public investments to support goals, vision statements, and policies in Revised Memorandum #1.
8. Recommend specific boundaries for application of proposed policies and investments, if applicable and consistent with the results of Task 2.2.

Consultant shall provide Draft Memorandum #4 to City and APM for review at least one week before CAC Meeting #2.

### **3.2 CAC Meeting #2**

City shall arrange and Consultant shall conduct CAC Meeting #2 in Keizer. Consultant shall provide a presentation summarizing the gap analysis in Draft Memorandum #4 and solicit participants' views on the gap between likely future development and the goals and vision and on strategies or packages of strategies the City could use to address that gap. CAC Meeting #2 must occur at least three days before Planning Commission Work Session #1 unless a later date is approved by the APM.

### **3.3 Presentation Material for Planning Commission and City Council Work Sessions #1**

Consultant shall prepare draft and revised Presentation Material for Planning Commission and City Council Work Sessions #1, including an agenda, a one-page informational handout, and a slide presentation. Presentation Material for Planning Commission and City Council Work Sessions #1 must include material to review the goals and vision elements in Revised Memorandum #1, conditions affecting future development in Revised Memoranda #2 and #3, and findings of the gap analysis and potential implementation strategies in Draft Memorandum #4.

Consultant shall provide draft Presentation Material for Planning Commission and City Council Work Sessions #1 to City and APM for review and comment at least five working days before the first Planning Commission or the City Council Work Session #1. Consultant shall revise Presentation Material to reflect comments received.

### **3.4 Planning Commission Work Session #1**

City shall arrange and conduct Planning Commission Work Session #1. Consultant shall coordinate with City to review and approve the format for Planning Commission Work Session #1, including up to two conference calls, the number of which will be determined by Agency, with City and APM to review draft agenda, presentation slides, handouts, input mechanisms, and meeting logistics.

Consultant shall attend Planning Commission Work Session #1 to present the results of Revised Memorandum #1, #2, and #3, and findings of the gap analysis and potential implementation strategies in Draft Memorandum #4. Consultant shall answer questions from the Planning Commission. City shall seek Planning Commission input on their preferred approach for achieving goals, vision statements, and policies in Revised Memorandum #1 through public policy, regulation, and investments. City shall seek to schedule Planning Commission Work Session #1 on or before April 30, 2018 unless a later date is approved by the APM.

### **3.5 City Council Work Session #1**

City shall arrange and conduct City Council Work Session #1. Consultant shall coordinate with City to review and approve the format for City Council Work Session #1, including up to two conference calls, the number of which will be determined by Agency, with City and APM to review draft agenda, presentation slides, handouts, input mechanisms, and meeting logistics.

Consultant shall attend City Council Work Session #1 to present the results of Revised Memorandum #1, #2, and #3, and findings of the gap analysis and potential implementation strategies in Draft Memorandum #4. Consultant shall answer questions from City Council. City shall seek City Council input on their preferred approach for achieving goals, vision statements, and policies in Revised Memorandum #1 through public policy, regulation, and investments. City shall seek to schedule City Council Work Session #1 on or before April 30, 2018 unless a later date is approved by the APM.

### **3.6 Revised Memorandum #4**

Consultant shall prepare Revised Memorandum #4 to incorporate comments from CAC Meeting #2, Planning Commission Work Session #1, City Council Work Session #1, and comments from reviewers of Draft Memorandum #4. City Project Manager shall provide Consultant with guidance to resolve any potentially conflicting viewpoints expressed. Revised Memorandum #4 must identify a preferred strategy or set of strategies for implementation in the Keizer Revitalization Plan. Consultant shall provide Revised Memorandum #4 to City and APM within two weeks after City Council Work Session #1.

### **City Deliverables**

- 3.a CAC Meeting #2
- 3.b Planning Commission Work Session #1
- 3.c City Council Work Session #1
- 3.d Review and comment on Consultant deliverables



### **Consultant Deliverables**

- 3.A Draft Memorandum #4: Gap Analysis and Implementation Strategies
- 3.B CAC Meeting #2
- 3.C Presentation Material for Planning Commission and City Council Work Sessions #1
- 3.D Planning Commission Work Session #1
- 3.E City Council Work Session #1
- 3.F Revised Memorandum #4

### **Task 4: Plan Amendments and Code Revisions**

#### **4.1 Draft Memorandum #5: Comprehensive Plan and Development Code Amendments**

Consultant shall prepare Draft Memorandum #5, to include proposed amendments to City's Comprehensive Plan and Development Code necessary to implement the vision described in Revised Memorandum #1, consistent with the preferred implementation strategy identified in Revised Memorandum #4.

Draft Memorandum #5 must include:

1. A series of Area Plan Maps showing where the proposed Comprehensive Plan designations and zoning districts would be applied in the Project Study Area. Boundaries for application of plan designations and zoning in Draft Memorandum #5 must be composed of whole parcels with identifiable boundaries for individual parcels.
2. A description of the proposed Comprehensive Plan designations and zoning districts, with a description of the types of allowed land uses and development requirements that will affect the type, density, and appearance of development in each designation and district. The Comprehensive Plan designations and zoning districts in Draft Memorandum #5 must be consistent with the recommended implementation strategies identified in Revised Memorandum #4.

Draft Memorandum #5 must include Development Code amendments to implement the plan designations and zoning districts. Consultant shall use applicable development code text contained in publications on the Transportation and Growth Management Program's Code Assistance web page at <http://www.oregon.gov/LCD/TGM/Pages/codeassistance.aspx> for the development of code amendments. Development Code amendments must address most aspects of site and building design, including:

- Parking requirements
- Building Materials
- Lot Size
- Setbacks
- Landscaping
- Heights Limits

Proposed Development Code amendments in Draft Memorandum #5 must be indicated by underlined text for additions and strikeout text for deletions to City's existing Development Code

and related documents. Consultant shall provide Draft Memorandum #5 to City and APM for review at least four weeks before CAC Meeting #3 unless a later date is approved by the APM.

#### **4.2 Draft Memorandum #6: Public Investments**

Consultant shall prepare Draft Memorandum #6, which must include recommendations for public investments that are necessary and desired to support implementation of the vision statement and goals in Revised Memorandum #1 and the plan and development code amendments in Draft Memorandum #5. Public investments must include improvements to the transportation system that will likely include the following elements:

- Sidewalk infill and improvement
- Creation and extension of multi-use paths
- Locations and facilities for transit stops
- Provision of bike lanes on arterial and collector streets
- Pedestrian crossing locations and improvements
- Intersection improvements including traffic control measures
- Reconfiguration of travel lanes in existing right-of-way

Given the developed nature of the Project Study Area, expansion of existing right-of-way and construction of new streets are not anticipated.

In addition to improvements to the transportation system, Draft Memorandum #6 must identify other public investments that are supportive or complementary to the vision in Revised Memorandum #1. Other public investments must include:

- Landscaping
- Wayfinding signage
- Sidewalk furnishings and fixtures
- Public art
- Public parks and recreation facilities
- Plazas or similar public spaces

Draft Memorandum #6 must include a summary assessment of the need for investments in public utilities serving the Project Study Area. The assessment of public utility needs must be based on proposed increases in population and employment density in the Project Study Area, existing assessments and plans for those utilities, and the information gathered through contacts with utility staff. Draft Memorandum #6 will not include a detailed assessment of the condition or capacity of public utilities beyond that identified in existing documents or known by City.

Consultant shall provide Draft Memorandum #6 to City and APM for review at least three weeks before CAC Meeting #3 unless a later date is approved by the APM.

#### **4.3 Draft Memorandum #7: Mobility Impact Assessment**

Consultant shall prepare and submit a Methodology Memorandum documenting traffic analysis methodology and assumptions to be used for Draft Memorandum #7 and #8 to TPAU and

Region 2 Traffic Section. Consultant shall obtain approval of methodology from TPAU and Region 2 Traffic Section prior to beginning analysis in Draft Memoranda #7 and #8.

Consultant shall prepare Draft Memorandum #7, which must assess the implication of proposed plan and development code amendments on mobility for motor vehicles using the transportation system in the year 2040. City shall request runs of the Salem-Keizer transportation demand model by the Mid-Willamette Valley Council of Governments (“MWVCOG”). For the transportation demand model runs, Consultant shall provide MWVCOG with up to three sets of assumptions, the number of which determined by City, that reflect future land use scenarios for the Project Study Area based on proposed plan and code amendments in Draft Memorandum #6. For each land use scenario, Consultant shall:

- Prepare updated Transportation Analysis Zone (“TAZ”) information to reflect future conditions in the Project Study Area;
- Submit updated TAZ information to City, APM, and TPAU for approval;
- Submit approved updated TAZ information to MWVCOG for model runs; and
- Using model run output, determine impacts to the network based on land use assumptions to Study Area intersections by use of percent volume change and demand-to-capacity ratio on model links.

Consultant shall review results of the Salem-Keizer transportation demand model runs to identify locations where projected traffic demand does not meet, meets, or exceeds the capacity of transportation facilities. The assessment of future conditions in Draft Memorandum #7 must include an assessment of conditions at the following key intersections:

- River Road at Lockhaven Drive
- River Road at Chemawa Road
- River Road at Dearborn Avenue
- River Road at Manbrin Drive
- Cherry Avenue at Manbrin Drive
- River Road at Plymouth Drive
- Cherry Avenue at Plymouth Drive

Consultant shall identify potential measures to address deficient or undesirable mobility conditions indicated by the demand model results. Measures to address mobility conditions may include additional improvements to the transportation system, changes to mobility-related standards, or changes in plan and code amendments proposed in Draft Memorandum #5. Draft Memorandum #7 must be provided to the City and APM at least two weeks before CAC Meeting #3 unless a later date is approved by the APM.

#### **4.4 Draft Memorandum #8: Multimodal Transportation Assessment**

Consultant shall prepare Draft Memorandum #8 to include an assessment of the impact of proposed plan designations, zoning districts, development code amendments in Draft Memorandum #5, and transportation system improvements in Draft Memorandum #6 on conditions for pedestrians, cyclists, and transit riders in the Project Study Area. The Multimodal Transportation Assessment must be conducted for the year 2040 with existing and currently

planned facilities from the City's 2014 TSP plus proposed transportation facilities identified in Draft Memorandum #6. Draft Memorandum #8 must also assess safety conditions for users of all transportation modes in the Project Study Area. Draft Memorandum #8 must identify public investments needed to improve conditions for non-automobile travel and safety for all travel in the Project Study Area.

Draft Memorandum #8 must include recommendations for actions to mitigate deficient or undesirable transportation conditions identified in the Project Study Area and to implement the goals and vision in Revised Memorandum #1. City shall provide Consultant direction on mitigation measures and proposed improvements to include in Draft Memorandum #8. Draft Memorandum #8 must be provided to the City and APM at least two weeks before CAC Meeting #3 unless a later date is approved by the APM.

#### **4.5 CAC Meeting #3**

City shall arrange and conduct a CAC Meeting with Consultant, APM, CAC, City staff, and others invited by City to review proposed plan designations, zoning, and development code amendments in Draft Memorandum #5, proposed public investments in Draft Memorandum #6, and, existing and future transportation conditions described in Draft Memoranda #7 and #8. Consultant shall provide a presentation focusing on key elements of the proposed plan designations and zoning districts, public investments, and transportation conditions. Consultant shall use the meeting to solicit direction from CAC on specific changes needed to the Draft Memoranda, and issues related to development of plan elements for approval by the Planning Commission and City Council. CAC Meeting #3 must occur at least one week before Public Event #2 unless a later date is approved by the APM.

#### **4.6 Stakeholder Outreach Meetings #2**

City shall arrange and Consultant shall conduct a series of at least five, and up to nine, the number of which will be determined by City, individual or small group meetings in Keizer, with Project stakeholders or members of the community invited by City, or both. Stakeholder Outreach Meetings must be scheduled to occur over three weekdays, which do not need to be consecutive. At each meeting, Consultant shall review and solicit input on proposed plan designations, zoning, and development code amendments in Draft Memorandum #5, proposed public investments in Draft Memorandum #6, and existing and future transportation conditions based on analyses in Draft Memoranda #7 and #8. To the extent possible, Stakeholder Outreach Meetings #2 must be scheduled over no more than two consecutive days.

Consultant shall provide a summary of Stakeholder Outreach Meetings #2 to City and APM within two weeks after the last Stakeholder Outreach meeting. Stakeholder Outreach Meetings must be complete by August 31, 2018 unless a later date is approved by the APM.

#### **4.7 Presentation Material for Public Event #2**

Consultant shall prepare draft and revised Presentation Material for Public Event #2, including agenda, graphical display boards, a comment form, a sign-in sheet, and a one-page informational handout. Presentation Material for Public Event #2 must include material to provide an overview

of proposed plan designations, zoning districts, development code amendments in Draft Memorandum #5, proposed public investments in Draft Memorandum #6, and existing and future transportation conditions based in Draft Memorandum #8. Consultant shall provide any additional materials needed for Community Meetings #2 such as a form to summarize comments, suggestions for how to present information, and other similar materials.

Consultant shall provide draft Presentation Material for Public Event #2 to City and APM for review no later than two weeks before Public Event #2. City and APM shall provide comments on Presentation Material for Public Event #2 at least five working days before Public Event #2. Consultant shall revise Presentation Material to reflect comments received.

#### **4.8 Public Event #2**

City shall arrange and Consultant shall conduct Public Event #2 to provide an overview of proposed implementation measures in Draft Memorandum #5, proposed public investments in Draft Memorandum #6, and transportation conditions based in Draft Memoranda #7 and #8. Participants at Public Event #2 must have the opportunity to ask detailed questions about the proposed plan amendments, zoning districts, public investments, and their potential impacts.

At least two members of Consultant team must attend Public Event #2. Public Event #2 must occur on or before August 31, 2018 unless a later date is approved by the APM. Consultant shall provide meeting summary to City and APM within one week of Public Event #2.

#### **4.9 Community Meetings #2**

City shall arrange and conduct presentations to local community groups to provide an overview of and solicit feedback on recommendations included in draft memoranda #5, #6 and #8. City shall utilize materials prepared by the Consultant as Presentation Material for Public Event #2. City shall determine the number of Community Meetings to hold and the schedule when they occur. City shall provide Consultant with a summary of comments at each Community Meetings #2 within one week of each event that is part of Community Meetings #2 unless a later date is approved by the APM.

#### **4.10 Planning Commission Work Session #2**

City shall arrange and conduct Planning Commission Work Session #2. Consultant shall attend Planning Commission Work Session #2 to present an overview of proposed plan designations, zoning districts, development code amendments in Draft Memorandum #5, proposed public investments in Draft Memorandum #6, and existing and future transportation conditions based on analyses in Draft Memoranda #7 and #8. City shall seek to schedule Planning Commission Work Session #2 on or before September 28, 2018 unless a later date is approved by the APM.

#### **4.11 City Council Work Session #2**

City shall arrange and conduct City Council Work Session #2. Consultant shall attend City Council Work Session #2 to present an overview of proposed plan designations, zoning districts, development code amendments in Draft Memorandum #5, proposed public investments in Draft Memorandum #6, and existing and future transportation conditions based on analyses in Draft

Memoranda #7 and #8. City shall seek to schedule Planning Commission Work Session #2 on or before September 28, 2018 unless a later date is approved by the APM.

#### **4.12 Revised Memorandum #5**

Consultant shall revise Draft Memorandum #5 in response to direction from City based on comments by reviewers and participants in Task 4 meetings. City Project Manager shall provide Consultant with direction on revisions needed to Draft Memorandum #5 to resolve any confusion resulting from conflicting comments. Revised Memorandum #5 must identify a set of preferred plan designations, zoning districts, and development code amendments to be applied in the Project Study Areas, and the boundaries for these designations. Revised Memorandum #5 must include findings of Code and Plan Consistency that document compliance and consistency of proposed Comprehensive Plan and Development Code amendments with the Transportation Planning Rules (OAR Chapter 660, Division 012) and remaining elements of City's Comprehensive Plan, Development Code, and adopted policies. Consultant must provide Revised Memorandum #5 to the City and APM within four weeks of City Council Work Session #2 unless a later date is approved by the APM.

#### **4.13 Revised Memorandum #6**

Consultant shall revise Draft Memorandum #6 in response to direction from City based on comments by reviewers and participants in Task 4 meetings. City Project Manager shall provide Consultant with direction on revisions needed to Draft Memorandum #6 to resolve any confusion resulting from conflicting comments. Revised Memorandum #6 must identify a set of public investments to be considered for adoption along with the Keizer Revitalization Plan and Development Code amendments that will be provided to City as recommendations at the time of Plan adoption. Consultant must provide Revised Memorandum #6 to the City and APM within four weeks of City Council Work Session #2 unless a later date is approved by the APM.

#### **4.14 Revised Memorandum #7**

Consultant shall revise Draft Memorandum #7 in response to direction from City based on comments by reviewers and participants in Task 4 meetings. Revisions may include changes in the assumptions used in Draft Memorandum #7 to reflect preferred plan designations, zoning, development code amendments in Revised Memorandum #5, and proposed transportation system improvements in Revised Memorandum #6.

City shall request additional runs of the Salem-Keizer travel demand model from MWVCOG as needed to complete Revised Memorandum #7. Consultant shall prepare and provide revised assumptions for any additional model runs. Consultant must provide Revised Memorandum #7 to the City and APM within four weeks of City Council Work Session #2 unless a later date is approved by the APM.

#### **4.15 Revised Memorandum #8**

Consultant shall revise Draft Memorandum #8 in response to direction from City based on comments by reviewers and participants in Task 4 meetings. Draft Memorandum #8 must be revised to reflect preferred plan designations, zoning, development code amendments in Revised

Memorandum #5, and public investments (including transportation system improvements) in Revised Memorandum #6. Consultant must provide Revised Memorandum #8 to the City and APM within four weeks of City Council Work Session #2 unless a later date is approved by the APM.

#### **4.16 Visualizations**

Consultant shall create up to three photorealistic visualizations, the number of which to be determined by City, portraying a conceptual future that could arise through future development and infrastructure improvements, consistent with the plan designations, zoning, and public investments in Revised Memoranda #5 and #6. Buildings depicted shall generally match the projected market conditions and a form that conveys the public vision. Consultant must provide Visualizations to the City and APM within four weeks of City Council Work Session #2 unless a later date is approved by the APM.

#### **City Deliverables**

- 4.a CAC Meeting #3
- 4.b Stakeholder Outreach Meetings #2
- 4.c Public Event #2
- 4.d Community Meetings/Events #2
- 4.e Planning Commission Work Session #2
- 4.f City Council Work Session #2
- 4.g Review and comment on Consultant deliverables

#### **Consultant Deliverables**

- 4.A Draft Memorandum #5: Comprehensive Plan and Development Code Amendments
- 4.B Draft Memorandum #6: Public Investments
- 4.C Draft Memorandum #7: Mobility Impact Assessment
- 4.D Draft Memorandum #8: Multimodal Transportation Assessment
- 4.E CAC Meeting #3
- 4.F Stakeholder Outreach Meetings #2
- 4.G Presentation Material for Public Event #2, Community Meetings/Events #2, and Planning Commission and City Council Work Sessions #2
- 4.H Public Event #2
- 4.I Planning Commission Work Session #2
- 4.J City Council Work Session #2
- 4.K Revised Memorandum #5
- 4.L Revised Memorandum #6
- 4.M Revised Memorandum #7
- 4.N Revised Memorandum #8
- 4.O Visualizations

## **Task 5: Keizer Revitalization Plan Adoption**

### **5.1 Draft Keizer Revitalization Plan**

Consultant shall prepare a Draft Keizer Revitalization Plan, incorporating the results of all the Revised Memoranda prepared for this Project. City shall provide direction to Consultant on which elements of Revised Memoranda to include in the Draft Keizer Revitalization Plan and any changes needed to elements of Revised Memoranda. The Draft Keizer Revitalization Plan must be provided to the City and APM no later than November 30, 2018 unless a later date is approved by the APM.

### **5.2 CAC Meeting #4**

City shall arrange and conduct a CAC Meeting with Consultant, APM, CAC, City staff, and others invited by City to review the Draft Keizer Revitalization Plan. Consultant shall provide a presentation focusing on key elements of the Draft Keizer Revitalization Plan and solicit concerns that may lead participants to oppose approval of the Draft Keizer Revitalization Plan by the Planning Commission and City Council. CAC Meeting #4 must be held no later than December 31, 2018 unless a later date is approved by the APM.

### **5.3 Stakeholder Outreach Meetings #3**

City shall arrange and Consultant shall conduct a series of at least five, and up to nine, the number of which will be determined by City, individual or small group meetings in Keizer with Project stakeholders and members of the community invited by City. Stakeholder Outreach Meetings must be scheduled to occur over three weekdays, which do not need to be consecutive. At each meeting, Consultant shall review the Draft Keizer Revitalization Plan and solicit concerns that may lead participants to oppose approval of the Draft Keizer Revitalization Plan by the Planning Commission and City Council.

Stakeholder Outreach Meetings #3 must be completed no later than December 31, 2018 unless a later date is approved by the APM. Consultant shall provide a summary of Stakeholder Outreach Meetings #3 to City and APM within two weeks after the last Stakeholder Outreach meeting.

### **5.4 Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation**

A minimum of 45 days prior to the Planning Commission Public Hearing, City shall prepare a Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation to Department of Land Conservation and Development and provide to City for review. A minimum of 35 days prior to the scheduled Planning Commission Public Hearing, City shall submit the Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation to Department of Land Conservation and Development.

### **5.5 Planning Commission Draft Keizer Revitalization Plan**

Consultant shall prepare Planning Commission Draft Plan by revising the Draft Keizer Revitalization Plan in response to direction from City based on comments by reviewers and participants in CAC Meeting #4 and Stakeholder Outreach Meetings #3. The Planning



Commission Draft Keizer Revitalization Plan must be provided to the City and APM at least one month before the first scheduled Planning Commission Public Hearing.

#### **5.6 Presentation Material for Planning Commission and City Council Public Hearings**

Consultant shall prepare Presentation Material for Planning Commission and City Council Public Hearings for adoption of the Keizer Revitalization Plan. Presentation Material for Planning Commission and City Council Hearings must include a one-page summary of the Planning Commission Draft Keizer Revitalization Plan, a slide presentation that highlights key elements of the Planning Commission Draft Keizer Revitalization Plan, an adopting ordinance, and a staff report and findings. Consultant shall provide Presentation Material for Planning Commission and City Council Public Hearings to the City at least one week before the first scheduled Planning Commission Public Hearing for the Keizer Revitalization Plan. City shall prepare the Agenda Item Summaries and Planning Commission Final Order.

#### **5.7 Planning Commission Public Hearing**

City shall arrange and conduct a Planning Commission Public Hearing to seek a recommendation of adoption of the Planning Commission Draft Keizer Revitalization Plan to City Council. City shall present an overview of the Project and key elements and recommendations of the Planning Commission Draft Keizer Revitalization Plan, and answer questions. At least one member of Consultant team must attend the Planning Commission Public Hearing. City shall seek to schedule Planning Commission Public Hearing on or before January 31, 2019 unless a later date is approved by the APM.

#### **5.8 Adoption Draft Keizer Revitalization Plan**

Consultant shall prepare the Adoption Draft Keizer Revitalization Plan by revising the Planning Commission Draft Keizer Revitalization Plan in response to direction from City based on recommendations at the Planning Commission Public Hearing. Consultant shall provide the Adoption Draft Keizer Revitalization Plan to City and APM within five working days of the final Planning Commission Public Hearing unless a later date is approved by the APM.

#### **5.9 City Council Public Hearing**

City shall arrange and conduct a City Council Public Hearing to seek adoption of the Adoption Draft Keizer Revitalization Plan. City shall present an overview and graphics of the proposed plan and answer questions. At least two members of Consultant team must attend City Council Public Hearing to present a summary of the Adoption Draft Keizer Revitalization Plan and to answer questions from City Council. City shall seek to schedule City Council Public Hearing on or before February 22, 2019 unless a later date is approved by the APM.

#### **5.10 Final Keizer Revitalization Plan**

Consultant shall prepare a Final Keizer Revitalization Plan in response to any changes made to the Adoption Draft Keizer Revitalization Plan by City Council during adoption hearings. Consultant shall provide two hard copies and an electronic copy of the Final Keizer Revitalization Plan to City and APM within five working days of Plan adoption unless a later date is approved by the APM.

### **5.11 Notice of Adopted Change to a Comprehensive Plan or Land Use Regulation**

Within five days of adoption of the Final Keizer Revitalization Plan, City shall prepare a Notice of Adopted Change to a Comprehensive Plan or Land Use Regulation to Department of Land Conservation and Development and provide to City for review. Within 20 days of adoption, City shall submit the Notice of Adopted Change to a Comprehensive Plan or Land Use Regulation to Department of Land Conservation and Development.

### **5.12 Title VI Report**

City shall prepare and submit to APM a report delineating Title VI activities and documenting the Project's process and outreach for all low income, race, gender, and age groups. Title VI Report must be provided to the APM no later than February 28, 2019 unless a later date is approved by the APM.

### **City Deliverables**

- 5.1 CAC Meeting #4
- 5.2 Stakeholder Outreach Meetings #3
- 5.3 Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation
- 5.4 Planning Commission Public Hearing
- 5.5 City Council Public Hearing
- 5.6 Notice of Adopted Change to a Comprehensive Plan or Land Use Regulation
- 5.7 Title VI Report
- 5.8 Review and comment on Consultant deliverables

### **Consultant Deliverables**

- 5.A Draft Keizer Revitalization Plan
- 5.B CAC Meeting #4
- 5.C Stakeholder Outreach Meetings #3
- 5.D Planning Commission Draft Keizer Revitalization Plan
- 5.E Presentation Material for Planning Commission and City Council Public Hearings
- 5.F Planning Commission Public Hearing
- 5.G Adoption Draft Keizer Revitalization Plan
- 5.H City Council Public Hearing
- 5.I Final Keizer Revitalization Plan

### **Project Schedule**

Consultant shall complete all Tasks and deliver all deliverables according to the delivery due dates specified in this SOW or in the Project Milestone Schedule below. Consultant shall complete all Tasks and Deliverables as specified in this SOW or Project Milestone Schedule, as applicable, for each Task and Deliverable but Consultant shall deliver the final deliverable no later than February 28, 2019, unless an earlier delivery date is specified in this SOW.

### **Project Milestone Schedule**

| <b>Task (Including all Sub-tasks)</b> |  | <b>Project Schedule &amp; Deliverable Due Date</b>                                    |
|---------------------------------------|--|---|
| <b>1</b>                              | <b>Project Reconnaissance and Kickoff</b>                                      | <b>November 30, 2017</b>  |
| 1.1                                   | Background Documents   | Within three weeks of NTP   |
| 1.2                                   | Project Kickoff Meeting  | Within two weeks of NTP   |
| 1.3                                   | Initial Project Outreach Material  | Within three weeks of NTP   |
| 1.4                                   | Project Website  | Within three weeks of NTP   |
| 1.5                                   | CAC Roster and Interested Party List   | Within three weeks of NTP   |
| <b>2</b>                              | <b>Goals and Existing Conditions</b>   | <b>February 28, 2018</b>  |
| 2.1                                   | Draft Memorandum #1  | One week before CAC Meeting #1  |
| 2.2                                   | Draft Memorandum #2  | One week before CAC Meeting #1  |
| 2.3                                   | Draft Memorandum #3  | One week before CAC Meeting #1  |
| 2.4                                   | Stakeholder Outreach Meetings  | By January 31, 2018   |
| 2.5                                   | CAC Meeting #1   | At least three days before Public Event #1  |
| 2.6                                   | Presentation Materials for Public Event #1                                     | At least two weeks before Public Event #1   |
| 2.7                                   | Public Event #1  | On or before February 14, 2018  |
| 2.8                                   | Community Meetings #1  | When possible   |
| 2.9                                   | Revised Memorandum #1  | Two weeks after Public Event #1   |
| 2.10                                  | Revised Memorandum #2  | Two weeks after Public Event #1   |
| 2.11                                  | Revised Memorandum #3  | Two weeks after Public Event #1   |
| <b>3</b>                              | <b>Gap Analysis</b>  | <b>May 15, 2018</b>   |
| 3.1                                   | Draft Memorandum #4  | One week before CAC Meeting #2  |
| 3.2                                   | CAC Meeting #2   | At least three days before Planning Commission Work Session #1                        |
| 3.3                                   | Presentation Material for Planning Commission and City Council Work Session #1 | At least five working days before Planning Commission or City Council Work Session #1 |
| 3.4                                   | Planning Commission Work Session #1  | On or before April 30, 2018   |
| 3.5                                   | City Council Work Session #1   | On or before April 30, 2018   |
| 3.6                                   | Revised Memorandum #4  | Within two weeks of City Council Work Session #1                                      |
| <b>4</b>                              | <b>Plan Amendments and Code Revisions</b>                                      | <b>October 31, 2018</b>   |
| 4.1                                   | Draft Memorandum #5: Comprehensive Plan and Development Code Amendments        | At least four weeks before CAC Meeting #3   |
| 4.2                                   | Draft Memorandum #6: Public Investments  | At least three weeks before CAC Meeting #3  |
| 4.3                                   | Draft Memorandum #7: Mobility Impact Assessment                                | At least two weeks before CAC Meeting #3  |
| 4.4                                   | Draft Memorandum #8: Multimodal Transportation Assessment                      | At least two weeks before CAC Meeting #3  |

|          |  |  |
|----------|--|--|
| 4.5      | CAC Meeting #3   | At least one week before Public Event #2                       |
| 4.6      | Stakeholder Outreach Meetings #2   | On or before August 31, 2018                                   |
| 4.7      | Presentation Material for Public Event #2                                      | At least two weeks before Public Event #2                      |
| 4.8      | Public Event #2  | By August 31, 2018   |
| 4.9      | Community Meetings #2  | When possible  |
| 4.10     | Planning Commission Work Session #2  | On or before September 28, 2018                                |
| 4.11     | City Council Work Session #2   | On or before September 28, 2018                                |
| 4.12     | Revised Memorandum #5  | Within four weeks of City Council Work Session #2              |
| 4.13     | Revised Memorandum #6  | Within four weeks of City Council Work Session #2              |
| 4.14     | Revised Memorandum #7  | Within four weeks of City Council Work Session #2              |
| 4.15     | Revised Memorandum #8  | Within four weeks of City Council Work Session #2              |
| 4.16     | Visualizations   | Within four weeks of City Council Work Session #2              |
| <b>5</b> | <b>Keizer Revitalization Plan Adoption</b>                                     | <b>February 28, 2019</b>                                       |
| 5.1      | Draft Keizer Revitalization Plan   | On or before November 30, 2018                                 |
| 5.2      | CAC Meeting #4   | On or before December 31, 2018                                 |
| 5.3      | Stakeholder Outreach Meetings #3   | On or before December 31, 2018                                 |
| 5.4      | Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation       | At least 45 days before Planning Commission Public Hearing     |
| 5.5      | Planning Commission Draft Keizer Revitalization Plan                           | At least one month before Planning Commission Public Hearing   |
| 5.6      | Presentation Material for Planning Commission and City Council Public Hearings | At least one week before Planning Commission Public Hearing    |
| 5.7      | Planning Commission Public Hearing   | On or before January 31, 2019                                  |
| 5.8      | Adoption Draft Keizer Revitalization Plan                                      | Within five working days of Planning Commission Public Hearing |
| 5.9      | City Council Public Hearing  | On or before February 22, 2019                                 |
| 5.10     | Final Keizer Revitalization Plan   | Within five working days of Plan adoption                      |
| 5.11     | Notice of Adopted Change to a Comprehensive Plan or Land Use Regulation        | Within five working days of Plan adoption                      |
| 5.12     | Title VI Report  | February 28, 2019  |

Consultant Deliverable Table

| Task     | Deliverable   | Lump Sum<br>per<br>Deliverable<br>Amount |
|----------|---|--|
| <b>1</b> | <b>Project Reconnaissance and Kickoff</b>                                       | <b>\$ 9,700</b>                          |
| 1.A      | Background Documents  | \$ 800                                   |
| 1.B      | Project Kickoff Meeting   | \$ 3,200                                 |
| 1.C      | Initial Project Outreach Material   | \$ 1,900                                 |
| 1.D      | Project Website   | \$ 3,800                                 |
| <b>2</b> | <b>Goals and Existing Conditions</b>  | <b>\$ 38,100</b>                         |
| 2.A      | Draft Memorandum #1: Goals and Vision for Revitalization                        | \$ 2,700                                 |
| 2.B      | Draft Memorandum #2: Existing Conditions  | \$ 8,600                                 |
| 2.C      | Draft Memorandum #3: Market Analysis  | \$ 9,800                                 |
| 2.D      | Stakeholder Outreach Meetings #1  | \$ 3,300                                 |
| 2.E      | CAC Meeting #1  | \$ 2,800                                 |
| 2.F      | Presentation Material for Public Event #1                                       | \$ 3,900                                 |
| 2.G      | Public Event #1   | \$ 2,500                                 |
| 2.H      | Revised Memorandum #1   | \$ 900                                   |
| 2.I      | Revised Memorandum #2   | \$ 2,000                                 |
| 2.J      | Revised Memorandum #3   | \$ 1,600                                 |
| <b>3</b> | <b>Gap Analysis</b>   | <b>\$ 35,000</b>                         |
| 3.A      | Draft Memorandum #4: Gap Analysis and Implementation Strategies                 | \$ 22,400                                |
| 3.B      | CAC Meeting #2  | \$ 2,000                                 |
| 3.C      | Presentation Material for Planning Commission and City Council Work Sessions #1 | \$ 2,700                                 |
| 3.D      | Planning Commission Work Session #1   | \$ 2,000                                 |
| 3.E      | City Council Work Session #1  | \$ 2,000                                 |
| 3.F      | Revised Memorandum #4   | \$ 3,900                                 |
| <b>4</b> | <b>Plan Amendments and Code Revisions</b>                                       | <b>\$ 68,400</b>                         |
| 4.A      | Draft Memorandum #5: Comprehensive Plan and Development Code Amendments         | \$ 10,100                                |
| 4.B      | Draft Memorandum #6: Public Investments   | \$ 9,000                                 |
| 4.C      | Draft Memorandum #7: Mobility Impact Assessment                                 | \$ 8,700                                 |
| 4.D      | Draft Memorandum #8: Multimodal Transportation Assessment                       | \$ 6,800                                 |
| 4.E      | CAC Meeting #3  | \$ 4,200                                 |
| 4.F      | Stakeholder Outreach Meetings #2  | \$ 3,100                                 |
| 4.G      | Presentation Material for Public Event #2                                       | \$ 4,000                                 |
| 4.H      | Public Event #2   | \$ 1,600                                 |
| 4.I      | Planning Commission Work Session #2   | \$ 2,000                                 |
| 4.J      | City Council Work Session #2  | \$ 2,000                                 |
| 4.K      | Revised Memorandum #5   | \$ 3,000                                 |

| Task     | Deliverable   | Lump Sum<br>per<br>Deliverable<br>Amount |
|----------|---|--|
| 4.L      | Revised Memorandum #6   | \$ 2,000                                 |
| 4.M      | Revised Memorandum #7   | \$ 3,300                                 |
| 4.N      | Revised Memorandum #8   | \$ 2,900                                 |
| 4.O      | Visualizations  | \$ 5,700                                 |
| <b>5</b> | <b>Keizer Revitalization Plan Adoption</b>  | <b>\$ 33,800</b>                         |
| 5.A      | Draft Keizer Revitalization Plan  | \$ 14,300                                |
| 5.B      | CAC Meeting #4  | \$ 2,000                                 |
| 5.C      | Stakeholder Outreach Meetings #3  | \$ 3,100                                 |
| 5.D      | Planning Commission Draft Keizer Revitalization Plan                              | \$ 4,100                                 |
| 5.E      | Presentation Material for Planning Commission and City Council<br>Public Hearings | \$ 2,100                                 |
| 5.F      | Planning Commission Public Hearing  | \$ 2,000                                 |
| 5.G      | Adoption Draft Keizer Revitalization Plan   | \$ 2,700                                 |
| 5.H      | City Council Public Hearing   | \$ 1,200                                 |
| 5.I      | Final Keizer Revitalization Plan  | \$ 2,300                                 |
|          | <b>TOTAL</b>  | <b>\$ 185,000</b>                        |

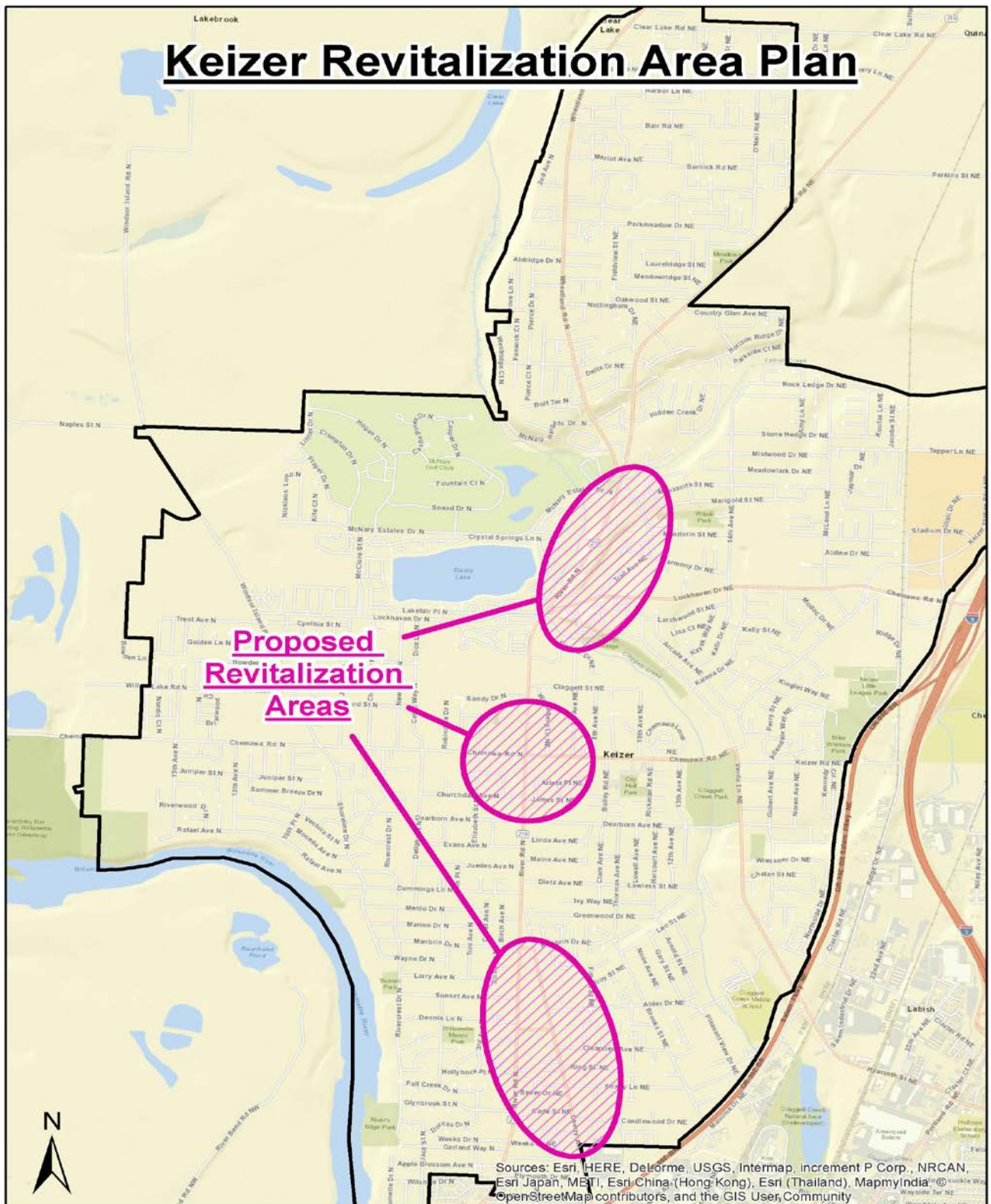


Figure 1 Project Study Area

**EXHIBIT B (Local Agency or State Agency)**

**CONTRACTOR CERTIFICATION**

Contractor certifies by signing this contract that Contractor has not:

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

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

**AGENCY OFFICIAL CERTIFICATION (ODOT)**

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

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

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

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**EXHIBIT C**

Federal Provisions  
Oregon Department of Transportation

**I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION**

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

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;



4. Have not within a three-year period preceding this contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

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

#### **EXCEPTIONS:**

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

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

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

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Oregon Department of Transportation determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause or default.
4. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that its certification was

erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by entering into this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by entering into this contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

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

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

- Appendix B of 49 CFR Part 29 -

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

##### Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions**

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it

nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

#### IV. EMPLOYMENT

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

#### V. NONDISCRIMINATION

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

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights

Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this contract, Contractor agrees as follows:
  - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

- 4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
- 5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
  - b. Cancellation, termination or suspension of the agreement in whole or in part.
- 6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

#### VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

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

#### DBE POLICY STATEMENT

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

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

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

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

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

required after the DBE goal commitment is satisfactory to Department.

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

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

#### CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

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

#### VII. LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering

into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

| EXHIBIT D  |  |
|--|--|
| ELIGIBLE PARTICIPATING COST  |  |
| DESCRIPTION  |  |
| <b>PERSONNEL SERVICES</b>  |  |
| <i>Salaries</i> - Straight time pay for regular working hours in a monthly period. Includes standard labor distributions like Social Security Taxes, Workers' Compensation Assessments and Medical, Dental, Life Insurance. Excludes mass transit tax, vacation leave, sick leave and compensatory time taken. |  |
| <i>Overtime</i> - Payments to employees for work performed in excess of their regular work shift.  |  |
| <i>Shift Differential</i> - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.   |  |
| <i>Travel Differential</i> - Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnel Rules.  |  |
| <b>SERVICES AND SUPPLIES</b>   |  |
| <b>In-State Travel - Per Rates Identified in State Travel Handbook</b>   |  |
| <i>Meals &amp; Misc.</i> - Payment for meals incurred while traveling within the State of Oregon.  |  |
| <i>Lodging &amp; Room Tax</i> - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon.  |  |
| Fares, Taxi, Bus, Air, Etc.  |  |
| <i>Per Diem</i> - Payment for per diem, incurred while traveling within the State of Oregon.   |  |
| <i>Other</i> - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.   |  |
| <i>Private Car Mileage</i> - Payment for private car mileage while traveling within the State of Oregon.   |  |
| <b>Office Expense</b>  |  |
| <i>Direct Project Expenses Including:</i>  |  |
| <i>Photo, Video &amp; Microfilm Supplies</i> - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.  |  |
| <i>Printing, Reproduction &amp; Duplication</i> - Expenditures for services to copy, print, reproduce and/or duplicate documents.  |  |
| <i>Postage</i> - Payment for direct project postage.   |  |
| <i>Freight &amp; Express Mail</i> - Payment for direct project freight services on outgoing shipments.   |  |
| <b>Telecommunications</b>  |  |
| <i>Phone Toll Charges (long-distance)</i> - Payment for telephone long distance charges.   |  |
| <b>Publicity &amp; Publication</b>   |  |
| <i>Publish &amp; Print Photos</i> - Payment for printing and publishing photographs to development of publicity and publications.  |  |
| <i>Conferences</i> (costs to put on conference or seminars)  |  |
| <b>Equipment \$250 - \$4,999</b>   |  |
| <b>NOT ELIGIBLE</b>  |  |
| <b>Employee Training, Excluding Travel</b>   |  |
| <b>NOT ELIGIBLE</b>  |  |
| <b>Training In-State Travel</b>  |  |
| <b>NOT ELIGIBLE</b>  |  |
| <b>CAPITOL OUTLAY</b>  |  |
| <b>NOT ELIGIBLE</b>  |  |

**EXHIBIT E**

Information Required by 2 CFR 200331(a) (1)

1. Federal Award Identification: 0000(253)
2. Grantee Name (which must match the name associated with 3 below): City of Keizer
3. Grantee's unique entity identifier (i.e. DUNS number): 038038147
4. Federal Award Identification Number (FAIN): 0000(253)
5. Federal Award Date: September 9, 2016
6. Period of Performance Start and End Date: From December 2017 to June 2019
7. Total Amount of Federal Funds Obligated by this Agreement: \$185,000

A. Total Amount of Federal Award: \$185,000

Federal award project description: 2015-17 Transportation and Growth Management

Program

Name of Federal awarding agency: FHWA

Contact information for awarding official: Linda Swan

Indirect cost rate: 0%

i.a. CFDA Number and Name: 20.205 - Highway Planning and Construction

i.b. Amount: \$185,000

ii.a. CFDA Number and Name: \_\_\_\_\_

ii.b. Amount: \_\_\_\_\_

iii.a. CFDA Number and Name: \_\_\_\_\_

iii.b. Amount: \_\_\_\_\_

B. Total Amount of Federal Award: \_\_\_\_\_

Federal award project description: \_\_\_\_\_

Name of Federal awarding agency: \_\_\_\_\_

Contact information for awarding official: \_\_\_\_\_

Indirect cost rate: \_\_\_\_\_

i.a. CFDA Number and Name: \_\_\_\_\_

i.b. Amount: \_\_\_\_\_

ii.a. CFDA Number and Name: \_\_\_\_\_

ii.b. Amount: \_\_\_\_\_

iii.a. CFDA Number and Name: \_\_\_\_\_

iii.b. Amount: \_\_\_\_\_

C. Total Amount of Federal Award: \_\_\_\_\_

Federal award project description: \_\_\_\_\_

Name of Federal awarding agency: \_\_\_\_\_

Contact information for awarding official:

Indirect cost rate: \_\_\_\_\_

i.a. CFDA Number and Name: \_\_\_\_\_

i.b. Amount: \_\_\_\_\_

ii.a. CFDA Number and Name: \_\_\_\_\_

ii.b. Amount: \_\_\_\_\_

iii.a CFDA Number and Name: \_\_\_\_\_

iii.b Amount: \_\_\_\_\_

8. Total Amount of Federal Funds Obligated to Grantee: \$185,000

9. Is Award R&D?     \_\_\_Yes     X No





**MINUTES**  
**KEIZER CITY COUNCIL**  
**Monday, December 4, 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:**

Cathy Clark, Mayor  
Marlene Parsons, Councilor  
Kim Freeman, Councilor  
Bruce Anderson, Councilor  
Laura Reid, Councilor  
Roland Herrera, Councilor  
Youth Councilor Samuel Hernandez

**Staff:**

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

**Absent:**

Amy Ryan, Councilor

**FLAG SALUTE**

Mayor Clark led the pledge of allegiance.

**SPECIAL ORDERS  
OF BUSINESS**

**a. Southeast  
Keizer  
Neighborhood  
Association  
Annual Report**

*Ken Gierloff*, President of the Southeast Keizer Neighborhood Association and *Colleen Busch*, Vice President, gave the annual report for SEKNA. Councilor Reid noted that the Association was changing the monthly meetings to the first Thursday in the month to be held at the Civic Center starting in January.

Councilor Parsons moved that the Keizer City Council accept the report of the Southeast Keizer Neighborhood Association and extend recognition for another year. Councilor Freeman seconded. Motion passed as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Ryan (1)

**COMMITTEE  
REPORTS**

**a. ORDINANCE -  
Amending the  
Ordinance  
Creating a**

City Attorney Shannon Johnson explained that the Ordinance adds the position of Youth Liaison to the Commission as a non-voting member. He noted that Council would be adopting the ordinance on the dais because it includes an emergency clause allowing the Youth Liaison to be appointed later on in this meeting.

Councilor Parsons moved that the Keizer City Council adopt a Bill for an

- Planning Commission; Amending Ordinance no. 83-006 and Ordinance No. 2013-674**      Ordinance Amending the Ordinance Creating a Planning Commission; Amending Ordinance no. 83-006 and Ordinance No. 2013-674 declaring an emergency. Councilor Freeman seconded. Motion passed as follows:  
AYES: Clark, Reid, Parsons, Freeman, Herrera and Anderson (6)  
NAYS: None (0)  
ABSTENTIONS: None (0)  
ABSENT: Ryan (1)
- b. RESOLUTION – Amending the Traffic Safety Bikeways/ Pedestrian Committee; Amending R2012-2256; Repealing R2014-2429**      Mr. Johnson explained that the Resolution adds the position of Youth Liaison to the Committee as a non-voting member.  
Councilor Parsons moved that the Keizer City Council adopt a Resolution Amending the Traffic Safety Bikeways/ Pedestrian Committee; Amending R2012-2256; Repealing R2014-2429. Councilor Freeman seconded. Motion passed as follows:  
AYES: Clark, Reid, Parsons, Freeman, Herrera and Anderson (6)  
NAYS: None (0)  
ABSTENTIONS: None (0)  
ABSENT: Ryan (1)
- c. Volunteer Coordinating Committee Recommendations for Appointments**      City Manager, Chris Eppley, reported that following publication of notice of vacancies on several city committees and Youth Liaison positions and acceptance of testimony from the applicants, the Volunteer Coordinating Committee unanimously recommended Keith Blair, Don Clark, and Kevin Dial to the Budget Committee; David Loudon, Clint Holland and Wayne Frey to the Parks Advisory Board; Matt Lawyer to the Planning Commission, Joe Tilman and Pat Fisher to the Traffic Safety/Bikeways/ Pedestrian Committee; Isaac Matthews as Youth Committee Liaison on the Planning Commission and Traffic Safety/Bikeways/Pedestrian Committee and Brooke Ridgway as Youth Committee Liaison on the Public Art Commission and Parks Advisory Board.  
Councilor Parsons moved that the Keizer City Council accept the Volunteer Coordinating Committee recommended appointments. Councilor Freeman seconded. Motion passed as follows:  
AYES: Clark, Reid, Parsons, Freeman, Herrera and Anderson (6)  
NAYS: None (0)  
ABSTENTIONS: None (0)  
ABSENT: Ryan (1)
- PUBLIC TESTIMONY**      None
- PUBLIC HEARINGS**      Mr. Johnson reviewed information in his staff report noting that this is one of the conditions for the development of the Herber property.
- a. ORDINANCE –**

**To Vacate a  
Portion of Phillip  
Street NE,  
Keizer, Oregon  
(Herber Family)**

*Mayor Clark opened the Public Hearing.*

Mr. Johnson explained that this is not a land use case but if Council has any contacts they wish to disclose regarding this matter it would be appropriate to do so at this time. Mayor Clark noted that she had thought that this issue had already been addressed and had misstated that fact in various conversations.

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

Councilor Parsons moved that the Keizer City Council adopt a Bill for an Ordinance to Vacate a Portion of Phillip Street NE, Keizer, Oregon (Herber Family). Councilor Freeman seconded. Motion passed as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Ryan (1)

**b. RESOLUTION –  
Forming  
Pinecrest  
Addition Street  
Lighting Local  
Improvement  
District**

City Manager, Chris Eppley, provided the history of the formation of this Street Lighting Local Improvement District and noted that the Public Hearing was to consider remonstrances to the project and objections to proposed assessments. Staff recommendation is that City Council open a Public Hearing to consider oral objections and written remonstrances to the formation of Pinecrest Addition Street Lighting Local Improvement District and if there are no objections, close the Public Hearing and consider adoption of the resolution forming the district and the proposed assessment ordinance.

*Mayor Clark opened the Public Hearing. Hearing no testimony, Mayor Clark closed the Public Hearing.*

Councilor Parsons moved that the Keizer City Council adopt a Resolution Forming Pinecrest Addition Street Lighting Local Improvement District. Councilor Freeman seconded. Motion passed as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Ryan (1)

**ORDINANCE –  
Spreading  
Assessments to  
Pinecrest  
Addition Street  
Lighting Local  
Improvement  
District**

Councilor Parsons moved that the Keizer City Council adopt a Bill for an Ordinance Spreading Assessments to Pinecrest Addition Street Lighting Local Improvement District. Councilor Freeman seconded. Motion passed as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Ryan (1)

- c. RESOLUTION – Forming Galina Court Street Lighting Local Improvement District** City Manager, Chris Eppley, explained that this was the same as for the previous agenda item but for Galina Court Street Lighting Local Improvement District.
- Mayor Clark opened the Public Hearing. Hearing no testimony, Mayor Clark closed the Public Hearing.*
- Councilor Parsons moved that the Keizer City Council adopt a Resolution Forming Galina Court Street Lighting Local Improvement District. Councilor Freeman seconded. Motion passed as follows:
- AYES: Clark, Reid, Parsons, Freeman, Herrera and Anderson (6)  
 NAYS: None (0)  
 ABSTENTIONS: None (0)  
 ABSENT: Ryan (1)
- ORDINANCE – Spreading Assessments to Galina Court Street Lighting Local Improvement District** Councilor Parsons moved that the Keizer City Council adopt a Bill for an Ordinance Spreading Assessments to Galina Court Street Lighting Local Improvement District. Councilor Freeman seconded. Motion passed as follows:
- AYES: Clark, Reid, Parsons, Freeman, Herrera and Anderson (6)  
 NAYS: None (0)  
 ABSTENTIONS: None (0)  
 ABSENT: Ryan (1)
- d. RESOLUTION – Authorization for Supplemental Budget – Police Services Fee** *Mayor Clark opened the Public Hearing.*
- Finance Director Tim Wood after reading his staff report noted that this is the point in which the Council actually authorizes staff to spend the funds. The fee was included in the November billing and funds are beginning to come in.
- With no further testimony, Mayor Clark closed the Public Hearing.*
- Councilor Parsons moved that the Keizer City Council adopt a Resolution Authorization for Supplemental Budget – Police Services Fee. Councilor Freeman seconded. Motion passed as follows:
- AYES: Clark, Reid, Parsons, Freeman, Herrera and Anderson (6)  
 NAYS: None (0)  
 ABSTENTIONS: None (0)  
 ABSENT: Ryan (1)
- e. RESOLUTION – Authorization for Supplemental Budget – Parks Services Fee and Rental House Income** *Mayor Clark opened the Public Hearing.*
- Mr. Wood summarized his staff report and explained that approximately 2/3 of the Parks budget is funded by the Park Services Fee which is a significant change from past funding so a new Parks Services Fund line item is appropriate.
- With no further testimony, Mayor Clark closed the Public Hearing.*

Councilor Parsons moved that the Keizer City Council adopt a Resolution Authorization for Supplemental Budget – Parks Services Fee and Rental House Income. Councilor Freeman seconded. Motion passed as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Ryan (1)

**RESOLUTION –  
Authorization  
for  
Supplemental  
Budget – Parks  
Services Fee**

This transfers existing Park Department Resource Appropriations from the General Fund to the Park Services Fund.

Councilor Parsons moved that the Keizer City Council adopt a Resolution Authorization for Supplemental Budget – Parks Services Fee. Councilor Freeman seconded. Motion passed as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Ryan (1)

**ADMINISTRATIVE  
ACTION**

After reading his staff report, Mr. Wood provided details about the transaction noting that private financing would be at a much higher interest rate.

**a. RESOLUTION  
– Authorization  
for Transfer of  
Appropriations  
– Keizer Station  
Area B  
Improvements**

Councilor Parsons moved that the Keizer City Council adopt a Resolution Authorization for Transfer of Appropriations – Keizer Station Area B Improvements. Councilor Freeman seconded. Motion passed as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Ryan (1)

**b. RESOLUTION –  
Authorization  
for  
Supplemental  
Budget – Water  
to Water  
Facility  
Transfer**

Mr. Wood summarized his staff report noting that this is to cover the cost of water main replacement throughout the city.

Councilor Parsons moved that the Keizer City Council adopt a Resolution Authorization for Supplemental Budget – Water to Water Facility Transfer. Councilor Freeman seconded. Motion passed as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Ryan (1)

**b. ORDINANCE –  
Amending  
Ordinance  
Adopting the  
Keizer Medical**

Mr. Johnson provided background information and explained that these ordinances allow persons involved in the marijuana business to have a marijuana related conviction on their record if it is over two years old.

Councilor Parsons moved that the Keizer City Council adopt a Bill for an Ordinance Amending Ordinance Adopting the Keizer Medical Marijuana

**Marijuana  
Facility Permit  
Process**

Facility Permit Process; Amendment of Ordinance No. 2014-702 and Ordinance No. 2016-747. Councilor Freeman seconded. Motion passed as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Ryan (1)

**ORDINANCE –  
Amending  
Ordinance  
Adopting the  
Keizer  
Marijuana  
Retailer Permit  
Process**

Councilor Parsons moved that the Keizer City Council adopt a Bill for an Ordinance Amending Ordinance Adopting the Keizer Marijuana Retailer Permit Process; Amendment of Ordinance No. 2016-743. Councilor Freeman seconded. Motion passed as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Ryan (1)

**CONSENT  
CALENDAR**

- a. RESOLUTION – Authorizing City Manager to Enter Into an Agreement with Pacific Excavation Inc. for Water Main Replacement Project 2017/2018
- b. Approval of November 20, 2017 Regular Session Minutes

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

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Ryan (1)

**COUNCIL  
LIAISON  
REPORTS**

Councilor Anderson reminded everyone of upcoming events in the city.

Councilor Herrera shared information about the Kennedy Academy for Leadership Club and congratulated Randy Jackson of Keizer Fire.

Councilor Parsons reported on the Miracle of Lights, announced upcoming events and noted that many new businesses were coming to Keizer.

Councilor Reid reviewed events that she had attended or participated in and future McNary events, noted that there are many events planned for the holidays and urged everyone to consider opportunities for service during the holiday season as well. She also thanked the three volunteer families that coordinate the food collection at the Miracle of Lights.

Councilor Freeman thanked Dave Walery, the volunteers that decorated the tree and the sponsors of the tree lighting event. She reviewed openings on city committees and praised area lighting including the decorations at the Capitol building.

Youth Councilor Hernandez shared information about Future Business

Leaders of America, Portland State University and National Honor Society. Mayor Clark reviewed meetings she had attended and listed those she planned on attending in the coming weeks.

## **OTHER BUSINESS**

Mr. Wood announced that the PERS board met last week and released the preliminary rates for cities: starting in fiscal year 19-20 the change in rates will impact the city about \$250,000; General Fund will be impacted about \$180,000. This has been projected in the City's Long Range Planning documents. Mayor Clark noted that there is a report on this on the Governor's website.

Chief Teague reported that the PD has been working on the graffiti case, knows who was responsible, and is hoping to wrap it up shortly.

Mr. Brown reviewed the schedule for the upcoming stakeholder meetings regarding the Transportation and Growth Management grant.

## **WRITTEN COMMUNICATIONS**

Mayor Clark read a thank you letter from Richard Hughes regarding the Willamette Valley Scenic Bikeway and one from Scott Shearer regarding the appointment process for city committees. She referred the Shearer letter to the Volunteer Coordinating Committee for discussion.

## **AGENDA INPUT**

**December 11, 2017**

5:45 p.m. – City Council Work Session - Cancelled

**December 18, 2017**

7:00 p.m. City Council Regular Session

**January 2, 2018**

7:00 p.m. City Council Regular Session

## **ADJOURNMENT**

Mayor Clark adjourned the meeting at 8:17 p.m.

MAYOR:

APPROVED:

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Cathy Clark

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Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

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Councilor #1 – Laura Reid

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Councilor #4 – Roland Herrera

~ Absent ~

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Councilor #2 – Kim Freeman

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Councilor #5 – Amy Ryan

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Councilor #3 – Marlene Parsons

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Councilor #6 – Bruce Anderson

Minutes approved:\_\_\_\_\_