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AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION
Monday, July 17, 2023
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 COMMENTS**

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 HEARING**
 - a. **RESOLUTION** – Exemption of Subscription for Specialized Software Services for Legal Department from Competitive Bidding and Awarding Contract to Caret.
8. **ADMINISTRATIVE ACTION**
 - a. Keizer Community Foundation – Keizer Klosesets American Rescue Plan Act (ARPA) Grant Request.
 - b. **RESOLUTION** – Authorizing Temporary Use and Signs Subject to Conditions for KeizerFEST (2023).
 - c. **RESOLUTION** – Authorizing a Temporary Suspension of the Ordinance Prohibiting Street Vendors.
 - d. Verda and Chemawa Public Art
 - e. **RESOLUTION** – Amending the City of Keizer Budget Committee; Amending Resolution R2013-2311.

ORDINANCE – Amending the Ordinance Creating a Planning Commission; amending Ordinance No. 2020-824; Declaring an Emergency.

- f. RESOLUTION – Establishing the amount of the Sewer System Development Charge for Wastewater Treatment Facilities; Repealing Resolution R2022-3311.
- g. League of Oregon Cities (LOC) Foundation – Donation

9. CONSENT CALENDAR

- a. RESOLUTION – Authorizing the Finance Director to enter into an agreement with Centurylink Communications, LLC D/B/A Lumen Technologies Group for Fiber Internet Service.
- b. RESOLUTION – Authorizing the City Manager to sign Pipe Cleaning and Television Inspection Contract with Pacific Int-R-Tek.
- c. RESOLUTION – Authorizing the City Manager to purchase four Dodge Durango Patrol Vehicles and one Dodge Utility Truck for Police Department.
- d. Approval of July 3, 2023 Regular Session Minutes.
- e. Approval of July 10, 2023 Work Session Minutes.

10. 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.

11. STAFF UPDATES

12. COUNCIL MEMBER REPORTS

13. AGENDA INPUT

August 7, 2023 – 7:00 p.m.
City Council Regular Session

August 14, 2023 – 6:00 p.m.
City Council Work Session

August 21, 2023 – 7:00 p.m.
City Council Regular Session

14. ADJOURNMENT



CITY COUNCIL MEETING: JULY 17, 2023

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: E. Shannon Johnson, City Attorney

SUBJECT: **EXEMPTION OF SUBSCRIPTION FOR SPECIALIZED SOFTWARE SERVICES FROM COMPETITIVE BIDDING**

PROPOSED MOTION:

"I move the City Council adopt Resolution R2023-___ Exemption of Subscription for Specialized Software Services for Legal Department from Competitive Bidding and Awarding Contract to Caret."

I. SUMMARY:

The City has been utilizing a subscription for specialized software services for the legal department beginning in 2009. The legal department has been using Caret (previously known as Abacus and Amicus) since that time. The subscription is expiring soon and it has been determined that it would save time and money to continue with the same company. In order to continue with the same company, the City Council needs to exempt the services.

II. BACKGROUND:

- A. The legal department has been using the specialized software services from Caret since 2009. The software is a management tool for case/file management.
- B. When notification we received about the subscription expiring staff looked into the options available to the City.
- C. Upon review of the options, it was determined that entering into a new subscription with Caret would save the City money, training and time.

III. CURRENT SITUATION:

- A. Caret has provided a new subscription quote for the City's consideration.
- B. Approval of new subscription will provide the legal department appropriate software to manage its files and continue working on projects, instead of reloading file information into another software program.

IV. ANALYSIS:

- A. **Strategic Impact** – None.
- B. **Financial** – The financial impact of this request is \$376.00 per month for three years. The funds will continue to be paid from the IT Fund.
- C. **Timing** – Approval of the exemption allows entering into the subscription services prior to the current subscription expiring.
- D. **Policy/legal** – Ordinance No. 2005-519 requires an exemption process if the City feels it is appropriate and unable to perform the solicitation process recommended.

V. ALTERNATIVES:

- A. Staff recommends that the City Council open the public hearing and take testimony. If you have no questions, close the public hearing and if there are no valid objections, adopt the attached Resolution exempting the subscription.
- B. Take No Action – Without action to take testimony, close the public hearing, and award an agreement, the current subscription will expire and the legal department will not have specialized software to manage its files

VI. RECOMMENDATION:

Staff recommends that the City Council open the public hearing and take testimony. If you have no questions, close the public hearing and if there are no valid objections, adopt the attached Resolution exempting the subscription for specialized software services from competitive bidding and awarding the subscription to Caret.

ATTACHMENTS:

- Resolution R2023-____ Exemption of Subscription for Specialized Software Services for Legal Department from Competitive Bidding and Awarding Contract to Caret

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2023-_____

EXEMPTION OF SUBSCRIPTION FOR SPECIALIZED
SOFTWARE SERVICES FOR LEGAL DEPARTMENT FROM
COMPETITIVE BIDDING AND AWARDDING CONTRACT
TO CARET

WHEREAS, as Local Contract Review Board for the City of Keizer, the City Council desires to exempt from competition and award a subscription to Caret;

WHEREAS, notice of public hearing on the proposed exemption was published as required by Ordinance No. 2005-519;

WHEREAS, a public hearing was held to take comments on the findings for an exemption of the order of specialized software services from Caret for the City of Keizer Legal Department;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City of Keizer makes the following findings:

1. The nature of the subscription for which special exemption is requested is the awarding of the order of specialized software services from Caret.

2. The City has used Caret (previously Abacus and Amicus) for its case management in the legal department since 2009 and has found the software to be professional and the technicians easy to work with. Because the current subscription with Abacus is due to expire, the legal department needs to enter into a new

1 subscription to continue a management system for its files. The proposal meets the
2 needs of the City and will allow the legal department to manage its files without any
3 extra expense, time and training.

4 3. In response to a preliminary inquiry from Caret, Caret indicated it would
5 enter into a subscription for an amount of \$376.00 each month for a term of three years.
6 Exempting the subscription from competitive bidding will avoid delays and the
7 additional expense of bidding.

8 4. It is unlikely that exemption of the subscription from the competitive
9 bidding is unlikely to encourage favoritism in the awarding of the bid or substantially
10 diminish competition for public bidding.

11 5. The proposal is to have this project be exempt from alternative
12 contracting methods and directly award the subscription to Caret.

13 6. It is necessary to enter into the subscription as soon as possible to be able
14 to have a new subscription in place prior to the current subscription expiring. The
15 estimated date by which it would be necessary to let the subscription in this case is
16 August 1, 2023 which allows signing and processing of the new subscription before
17 the current subscription expires.

18 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
19 the Council approves the findings set forth above.
20

1 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
 2 the awarding of the Subscription for specialized software for the legal department is
 3 exempt from competitive bidding requirements based upon the findings set forth
 4 herein.

5 BE IT FURTHER RESOLVED that the City Attorney of the City of Keizer is
 6 authorized to enter into a subscription for specialized software for the legal department
 7 with Caret and that the fees be paid from the IT Fund.

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

10 PASSED this _____ day of _____, 2023.

11

12 SIGNED this _____ day of _____, 2023.

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 Mayor

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 City Recorder

CARET

We have prepared a quote for you

APC Renewal

Quote # 102967
Version 1

Prepared for:

City Of Keizer

Bill Hopkins
hopkinsb@keizer.org

Prepared by:

Caret

Clay Britt
cbritt@abacusnext.com

APC

Description		Recurring	Qty	Ext. Recurring
APC User + Amicus Attorney NB BDL	APC Standard BDL User + AA BDL NB User, includes Mobile App, AA Anywhere, Client Portal, SQL Server Instance, 1 Rule, and requested integrations. Allows up to 5 apps, requires MS Office 365 E3 License.	\$165.00	2	\$330.00
MS Office 365 E3	Microsoft Office 365 Suite E3 for APC	\$23.00	2	\$46.00
AA INTEGR LNK - OUTLOOK	Amicus Attorney Integration Link for Outlook	\$0.00	1	\$0.00

Monthly Subtotal: **\$376.00**

APC Renewal

Proposal Information:

Proposal #: 102967

Version: 1

Delivery Date: 06/28/2023

Expiration Date: 08/18/2023

Prepared for:

City Of Keizer

PO Box 21000

Keizer, Oregon 97307

Bill Hopkins

hopkinsb@keizer.org

Prepared by:

Caret

Clay Britt

858-529-0043

cbritt@abacusnext.com

Client Type: Existing

Requested Go Live Date:

Solution: APC

Migrating: No

Order Type: Renewal

Already Existing Customer: Existing

Term: 36 Months

PPOC:

Proposal Summary

Monthly Expenses Summary

Description	Amount
APC	\$376.00

Monthly Total: **\$376.00 USD**

*Abacus Data Systems, Inc. ("CARET") may be required to charge sales tax on any and all charges set forth herein pursuant to certain state and local sales tax laws. Any such taxes will be in addition to the amounts set forth herein. Where Client pays its Monthly Recurring Charges by ACH a 2% discount shall apply. Where Client pays its Annual Recurring Charges in advance by ACH, a 4% discount shall apply. Must qualify for ACH payments to receive discount, US billing addresses only.

CARET ORDER FORM

By executing this Order Form, Client hereby understands that it is entering into a binding contract with CARET to create a CARET Subscription for the products and services listed above. This Order Form supersedes all prior agreements between Client and CARET related to any of the products and services purchased herein (if any).

CARET Software Subscriptions shall be governed by the CARET Software Terms set forth at <https://www.getcaret.com/softwareterms>.

CARET Cloud Subscriptions shall be governed by the CARET Cloud Terms set forth at <https://www.getcaret.com/cloudterms>. All Professional Services related to CARET products and services (which includes but is not limited to modifications, customizations, data migration, data importation and training) shall be rendered pursuant to a separate Statement of Work ("SOW"), a distinct agreement from Client's CARET Subscription, and governed by the Professional Services Terms set forth at <https://www.getcaret.com/proservterms>.

This Service Order Form may be executed with written or electronic signature and delivered by facsimile or as a pdf or e-mail. Client further agrees that such approval shall constitute Client's signature. If so executed and delivered to CARET, the document shall be treated as an original and binding copy of this Order Form. Any handwritten or other changes inserted by or on behalf of Client are expressly invalid and shall have no effect.

City Of Keizer

Signature: _____

Name: Bill Hopkins

Date: _____



CITY COUNCIL MEETING: JULY 17, 2023

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: Tim Wood, Assistant City Manager

SUBJECT: **KEIZER COMMUNITY FOUNDATION – KEIZER KLOSETS AMERICAN RESCUE PLAN ACT (ARPA) GRANT REQUEST**

PROPOSED MOTION:

“I move that the City Council designate \$14,700 of the Strategic Planning Initiatives line item in the ARPA Fund’s Fiscal Year 2023-24 Adopted Budget as support for the Keizer Community Foundation’s Keizer Klosets program.”

I. SUMMARY:

The Keizer Community Foundation is requesting \$14,700 in ARPA funds to support the Keizer Klosets program for Fiscal Year 2023-24. The Keizer Klosets program partners with schools in Keizer to provide food, hygiene products and clothing for students in need.

II. BACKGROUND:

- A. The Keizer Community Foundation started the Keizer Klosets program in 2018.
- B. The Keizer Klosets program is collaborative partnership with schools in Keizer to provide food, hygiene products and clothing to students in need.
- C. The City appropriated \$14,700 of ARPA funds in Fiscal Year 2021-22 in support of the Keizer Klosets program.

III. CURRENT SITUATION:

- A. The Keizer Community Foundation has request \$14,700 in ARPA funds to support the Keizer Klosets program for Fiscal Year 2023-24.

Keizer Community Foundation Keizer Kloset

July 17, 2023

- B. The Fiscal Year 2023-24 ARPA Fund has \$650,000 in the Strategic Planning Initiatives line item for completion of the strategic planning process and to start any projects identified through that process.

IV. ANALYSIS:

- A. **Strategic Impact** – None
- B. **Financial** – This motion will designate \$14,700 of the Strategic Planning Initiatives line item in the ARPA Fund. The Strategic Planning Initiative has \$650,000 appropriated for completion of the strategic planning process and starting any projects identified through that process.
- C. **Timing** – Funds are requested to be received in August in anticipation of the start of the school year.
- D. **Policy/legal** – Charitable donations require authorization by the City Council.

ALTERNATIVES:

- A. Make a motion designating \$14,700 of the Strategic Planning Initiatives line item in the ARPA Fund's Fiscal Year 2023-24 Adopted Budget as support for the Keizer Community foundation's Keizer Klosets program.
- B. Take No Action – The City will not contribute to the Keizer Community Foundation's Keizer Klosets program.

RECOMMENDATION:

Staff recommends that the City Council deliberate and act as deemed necessary.

ATTACHMENTS:

Attachment A – Cover Letter Keizer City Council, 2023 Request
 Attachment B – Kloset Expense Aug 10, 2023 – June 30, 2023
 Attachment C – Klosets JanJune2023



The Keizer Community Foundation provides cultural and educational opportunities, charitable services, and professional development programs to the citizens of Keizer in order to build a strong community.

July 10, 2023

Madam Mayor and City Council,

The Keizer Community Foundation is proud of the work being done in Keizer, and for the sake of less privileged students in our schools, we are most proud of our Keizer Kloset Program. Currently The Keizer Klosets are in all 10 of our public schools, 3 being added in the last year.

Please see the attached results in the number of children who visited the Klosets for either food, clothing or hygiene products. We believe children who are fed, warm and feeling clean are more confident and readily accepted by their peers; these children can focus on learning. No child should be trash-diving to find food nor should they be without shoes that fit or clothing to be warm. Because of the Kloset Program, educators are able to forego purchases for snacks and necessities and keep more of their paychecks.*

We the Keizer Community Foundation, seek support of \$14,700 for The Klosets Program for the 2023-2024 school year. In addition we would like to extend our gratitude for the \$14,700 funding which supported the Kloset Program in the previous school year. We look forward to continued support in the coming years from the council and community.

Please consider:

- Visiting and like and follow: Facebook, "The Klosets"
- Visit and leave positive reviews on our website: <https://whirlocal.io/company/keizer-community-foundation/>
- Donate online here: <https://givebox.com/1050>
- Send checks payable to:

The Keizer Community Foundation
P.O. Box 20221
Keizer, OR. 97303

Thank you for your time and consideration,
Audrey Butler, KCF President

*Google: What do teachers spend the most money on?
Key Takeaways. Well over 90 percent of teachers spend their own money on **school supplies** and other items their students need to succeed. Oct 14, 2022



Keizer Community Foundation
Kloset Grant Detail
Period June 28, 2022 through June 30, 2023

Kloset Expense:

Date	Vendor	Description	Amount
06/28/2022	Celtic Storage	Storage for Kloset inventory	(828.00)
08/28/2022	Costco	Food for pantries	(120.00)
08/31/2022	Costco	11 transactions for Costco for schools	(5,681.96)
10/02/2022	Old Navy	Kids Clothes	(193.95)
10/02/2022	Old Navy	Kids Clothes	(490.53)
10/18/2022	Target	Kid's Clothes	(56.98)
10/18/2022	Costco	Food for pantries	(105.09)
10/18/2022	Old Navy	Kid's Clothes	(294.47)
11/08/2022	Costco	Food/Clothing for schools	(399.02)
12/02/2022	Costco	Food/Clothing for schools	(232.26)
01/08/2023	Costco	Food for schools	(369.64)
01/10/2023	Amazon	Clothing - Weddle	(210.98)
01/10/2023	Costco	Snacks and food for 9 schools	(3,179.81)
01/10/2023	Amazon	Leggings & sweats - Keizer Elementary	(123.90)
01/10/2023	Amazon	Clothing - Weddle	(140.08)
01/20/2023	Amazon	Clothing - Weddle	(7.98)
03/01/2023	Costco	Snacks for schools	(147.62)
03/08/2023	Costco	Instacart orders to schools	(275.00)
03/08/2023	Costco	Instacart orders to schools	(24.25)
03/08/2023	Costco	Instacart orders to schools	(266.10)
03/17/2023	Costco	Instacart order for schools	(301.52)
04/19/2023	Costco	Clearlake	(183.58)
04/19/2023	Costco	Keizer Elementary	(56.65)
04/20/2023	Amazon	Keizer elementary	(29.95)
04/20/2023	Amazon	Keizer elementary	(11.99)
04/25/2023	Amazon	Weddle	(21.91)
04/25/2023	Amazon	Weddle	(26.95)
04/25/2023	Amazon	Weddle	(10.99)
04/25/2023	Amazon	Weddle	(55.88)
05/10/2023	Amazon	Weddle T-shirts	(70.97)
05/18/2023	Amazon	Refund	13.60
05/25/2023	Costco	Supplies for schools	(63.33)

(13,967.74)

Kloset grants received:

6/28/22	Oregon Community Foundation	5,000.00
6/28/22	Salem Association of Realtors	2,000.00
8/10/22	City of Keizer	14,700.00
		<u>21,700.00</u>

Amounts remaining from grants at 6/30/23

7,732.26



**Keizer Community
FOUNDATION**

The KLOSETS

January-June, 2023

Here's what we know:

McNary High School

Total touches: 250

This 2022-2023 school year brought some sense of normalcy back to our buildings. Schedules, sports, events and many more went back to the way they were prior to the pandemic. Although things seemed to return to normal, we still had some similar challenges when serving our students. However, with the help of the Klostet, were able to serve over **250 students** with various resources. This year, we were able to provide students with new jackets, snacks and other food items. We are very thankful for our community partners and appreciate their attention to our students at McNary High School. We look forward to a continued partnership in future school years.

Whiteaker Middle School

Total touches: 301

This program has really benefited our students by having a resource for our counseling staff. Counselors have been able to assess needs of students and have resources that they can offer. As the year has gone on our use of the Klostet for clothing has significantly increased, and has made a difference in the lives of many of our students.

Kennedy Elementary

Total touches: 1300

With your help, approximately 1300 students were helped with snacks and clothes. What an impact, you guys are amazing! Meeting the needs of these families and making a difference in their everyday living.

Keizer Elementary

Total touches: 172

Thank you for the generous donations, we truly appreciate the commitment to Keizer Elementary students! With your help we have been able to accommodate about 80% of the students who have come to our Care & Connect room. Which means all basics needs have been met ie; snacks, leggings, shirts, meals, under clothing, shoes, socks, and everything in between! Anytime we are in need KLOSETS comes in the same day/week all I have to do is send a text with the need. We're a super busy building so having this app has been a blessing. Thanks you for all you do! One more thing we are building healthy communities by showing our students we CARE and meeting basic needs!

Cummings Elementary**Total touches: 59**

Our touches includes clothing, shoes, feminine hygiene products undergarments, snack and warm outer wear. Thank you kindly for all you and the team do for Cummings. Your efforts are appreciated, respected and valued.

Clearlake Elementary**Total touches: 1600**

Yes, we had about 1600 touches this last half of the year! We are so appreciative of all the snacks and help! The snacks were a huge help for all the kids and to know that we never had to say no to a kid due to low inventory!

Claggett Middle School**Total touches: 421**

From all of Claggett staff we are truly thankful for all the donations and sponsors that make this foundation a success. With out the support from the community we truly don't know what we would do! You truly make a difference in the community! Thank you for the snacks, clothes, shoes, hygiene products and so much more! Thank you for helping students and their families in difficult times!

Forest Ridge Elementary School**Total touches: 928**

I just finished a 5 Star Review for Klosets! We have documented 928 touches. Our families have really appreciated the extra food and kids who don't normally have a snack in case have some extra brain food to get them through the day. We have really appreciated this resource!

Gubser Elementary School**Total touches: 250**

The Kloset has helped us access clothing for students as well as provide snacks for students who need them. The snacks have been key to helping students after they have deescalated from big issues.

Weddle Elementary School**Total touches: 534**

We are so thankful for your program. Again please give a huge THANKS to the Kloset sponsors.

THE KEIZER KLOSETS WERE ACCESSED APPROXIMATELY 5815 TIMES

1/1/2023-6/12/2023

Cash donations may be made to The Keizer Community Foundation, POB 20221, Keizer, OR 97307, or through our FaceBook page @TheKlosets or The Keizer Community Foundation.

Please "Like and Share" our page. Visit our website for more information:

www.thekeizercommunityfoundation.com and to leave your positive review for our work. Thank you!

Keizer Kloset Report
Sept -December, 2022

McNary	250
Whiteaker	103
Claggett	440
Keizer	No report
Cummings	38
Kennedy	380
Weddle	198
Gubser.	No report
Clearlake	1150
Forst Ridge	187

Total: 2521

***A total of 8336 students accessed
the Kloset in the 2022-2023 School Year.***



CITY COUNCIL MEETING: JULY 17, 2023

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: E. Shannon Johnson, Keizer City Attorney

SUBJECT: **KEIZERFEST TEMPORARY USE AND ASSOCIATED SIGNAGE**

PROPOSED MOTION:

"I move the City Council adopt Resolution R2023-_____ Authorizing Temporary Use and Signs Subject to Conditions for KeizerFEST (2023)."

I. SUMMARY:

The Keizer Chamber of Commerce is requesting the City Council authorize the annual KeizerFEST event for 2023.

II. BACKGROUND:

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

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

- B. The KeizerFEST is a significant community event which is beneficial to the citizens of Keizer and the surrounding communities. This activity has occurred under the

leadership of the Keizer Chamber of Commerce.

- C. The KeizerFEST events will begin August 9, 2023 and runs through August 13, 2023 this year. The Keizer Chamber of Commerce submitted a packet of materials relating to KeizerFEST events for approval, a copy of which is attached.
- D. A significant portion of the KeizerFEST will take place at Keizer Rapids Park as shown on the attached site plan. The application and use fees would be \$10,875.00.
- E. The City, as part of its sponsorship, typically waives fees. The Keizer Chamber of Commerce has requested a waiver of the fees.
- F. Typically, the City provides police and public works staffing for the parade. Those costs are estimated to be \$10,000.00 and were included in the budget.

III. **CURRENT SITUATION:**

- A. The Keizer Development Code requires that the City Council, by Resolution, authorize permitted temporary uses during a specific event or festival.
- B. The Keizer Chamber of Commerce has requested temporary uses that are not allowed without permission, including wavier of certain park regulations.
- C. To allow the KeizerFEST event to take place as requested, the City Council needs to adopt a Resolution outlining the specific uses allowed during the KeizerFEST.
- D. All of the requested waivers can be granted.

IV. **ANALYSIS:**

- A. **Strategic Impact** – No strategic impact. This action brings the community together and benefits the citizens of Keizer and the surrounding communities.
- B. **Financial** – If Council chooses to waive fees for use of Keizer Rapids Park and the Keizer Rotary Amphitheatre, the direct financial impact of this request is \$10,875.00. The total is high because there is no maximum daily charge. In addition, police and public works staffing of costs are estimated at \$10,000.00. The police and public works staffing expense has been budgeted.
- C. **Timing** – Adoption of the Resolution will allow KeizerFEST to occur from August 9, 2023 through August 13, 2023.
- D. **Policy/legal** – Allowing the KeizerFEST at Keizer Rapids Park with or without a fee waiver is a Council policy decision.

KeizerFEST

July 17, 2023

ALTERNATIVES:

- A. Adopt the attached Resolution with conditions that allow KeizerFEST as requested which includes the waiver of the fees.
- B. Adopt a Resolution with conditions to allow KeizerFEST to occur at Keizer Rapids Park and to allow the KeizerFEST parade as requested charging the Chamber for costs, or some of the costs.
- C. Take No Action and KeizerFEST does not take place at Keizer Rapids Park.

RECOMMENDATION:

If Council wishes to grant the request including waiver of fees, Council should adopt Resolution R2023-___ authorizing temporary use and signs subject to conditions for KeizerFEST (2023).

ATTACHMENTS:

- Applications and Memo submitted by the Chamber of Commerce
- Resolution R2023-___ Authorizing Temporary Use and Signs Subject to Conditions for KeizerFEST (2023)



4118 River Road N
Keizer, Oregon 97303
KeizerChamber.com

July, 5th 2023

To: Mayor Clark and Keizer City Councilors &
City Manager Adam Brown
From: KeizerFEST Co-Chairs, Bob Shackelford & Dave Walery
Subjects: KeizerFEST
Special Event Permit (see attached)
Sign Code Variance request
Street Closure request

KeizerFEST

KeizerFEST is a community wide celebration of the unique spirit of Keizer. We are planning the 2023 festival for August. The KeizerFEST Committee, a function of the Keizer Chamber of Commerce, oversees the scheduling of events and the promotion of the festival. The Chamber wishes to, in cooperation with the City of Keizer, facilitate the KeizerFEST Parade, an Entertainment Tent including a Kickoff Party, a Fun Center & Carnival, Vendors & Exhibitors, a Cornhole Tournament, Mayor's Pet Parade, a Golf Tournament, a car show, a Family Fun Day, and a local teen talent showcase.

Chamber Events Date and Times:

KeizerFEST Vendors/ Including Set up 10am Wednesday Aug 9- Take down August 13 3:30pm

August 9 Come out and see what Keizer Small Business and Entrepreneurs have to offer at the
KeizerFEST Market. Operating
Hours 10am-10pm Thurs-Sat, Sunday 10am- 3pm

Fun Center/Carnival (Includes set-up, event nightly cleanup, and take down)

August 10 – 12:30pm to August 13th - 3:00 p.m.

Volunteer Appreciation Luncheon start time 11:30am

August 10 Volunteer Appreciation Luncheon for all those who
Have supported KeizerFEST. Lunch and Sponsors thank you's provided.

KeizerFEST Kick- Off Party 4:00pm-9pm Dinner served at 6pm

August 10 We will Kick-Off the event with some great music and delicious food
provided by Adam's Rib.

Willamette Valley Greeters 8:00am-10:00am

August 11 Come support the Keizer Chamber of Commerce as they host the
surrounding Chambers and their members. The event will be in the
KeizerFEST tent at Keizer Rapids Park. Come to network, come and
support all greater Oregon Business and come for our famous Pancake.
Breakfast!

KeizerFEST Golf Tournament 11am Registration, 1pm Shotgun start.

August 11 The KeizerFEST Golf Tournament takes place at McNary Golf Course.
Players will enjoy lunch, and a Raffle.

Live Showcase Music & Beer Garden 11:00am-12am

August 11 Live music starting at 4:30pm and continuing until 12am.

Mayor's Pet Parade – start time 9:30 am

August 12 Mayor's Course along River Road starting and ending at Creekside
Shopping Center Parking Lot (Corner River Rd/Lockhaven Dr.)

Parade – start time 10:30 am

August 12 Staging at Lockhaven (7am – 11:30am)
Parade on River Rd from Lockhaven to Glynbrook.
Disbandment begins at Glynbrook to Plymouth (side streets of River Rd.)

Cornhole Tournament

EXECUTIVE BOARD

James Hutches

Jane Lowery

Bob Shackelford

Jaci Smith

Jonathan Thompson

DIRECTORS

Mike Adams

Darrell Fuller

Claire Juran

Leslie Risewick

Markey Toomes

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Kalynn Wright

503.393.9111

info@KeizerChamber.com

@KeizerChamber



4118 River Road N
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KeizerChamber.com

August 12 & 13 A two-day Cornhole tournament for the community to register and play in. Cash Prizes awarded to the winning teams.

Keizer Rotary Amphitheater 1-3pm

August 12 City Dance Theater- Performing

Car Show- Start Time 11am

August 12 This will take place during the day, car owners can register on the chamber website to participate. Cars will start lining up around 10:30am at Keizer Rapid Park.

McNary APT Production - Start Time 12-2:30pm

August 12 McNary High Schools APT Program will present several musical acts from kids at McNary and those that participate in the program. Led by Mr. Andy Thomas.

Live Showcase Music & Beer Garden 3pm-12am

August 12 Live music starting at 3:00pm and continuing until 12am.

Teen Talen Showcase 9am-12pm

August 13 Valor Mentoring and McNary APT will work together to present a Kids Talent Show. There will be different categories and kids can win a cash prize for winning their category.

Family Fun in the Sun 10am-3pm

August 13 Last Day of the Carnival, Vendors, & Exhibitors. Live music in the tent.

Keizer Rotary Amphitheater

August 13 Valley Dance Performing at Amphitheater

Location of Events:

Keizer Rapids Park & Chemawa Rd, River Road, Lockhaven Dr., and McNary Golf Club

Description of Events:

Fun Center & Carnival The majority of the activity will generate from a carnival and evenings of live music scheduled at the entertainment tent which will be located at the Keizer Rapid's Park.

Dance Troops at Amphitheater

City Dance Theater performing on Saturday 1-3pm

Valley Dance performing on Sunday 1-3pm

Parade – Parade 90+ entries of floats, bands, cars, and marching groups. Noise will be generated during the parade along River Rd from bands and other entries providing live and recorded music.

Mayor's Pet Parade –50-100 projected participants able to complete event with-in 45 minutes.

Street Closures	Days	Time
Location		
River Road	August 12	9am -1:30pm Lockhaven to Plymouth
Lockhaven	August 12	6:45am-12:30pm McClure to River Rd

Parade Detours

West and east bound traffic will be able to cross River Rd at Chemawa Rd until the main parade (not pet parade) lead float/entry approaches the intersection.

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North/South Detour (west of River Road)- north and south bound traffic via: McNary Estates Drive (back gate), McClure St., Lockhaven (west of McClure St), Windsor Island Rd/Shoreline, Wayne, Rivercrest, Sunset, 5th, Fall Creek Dr., Sandra Ave., Dorcas, Jack St, and Stark

North/South Detour (east of River Road) – north bound traffic via: Plymouth, Cherry Ave., and Salem Parkway

North/South Detour (east of River Road) –south bound traffic via: Manzanita, Trail, Lockhaven, Verda, and Salem Parkway

North end of River Road gradually will open as end of parade continues south.

Keizer Rapids Park

Keizer Rapids Park usually closes at dark. We would like to request that the KeizerFEST grounds which is on city park property stay open until 12am or when the last members of the committee leave for the evening on Friday 8/11 and Saturday 8/12. On 8/10 we request the park stay open until 10pm or until the last committee member leaves. We have bands that will break down and could take up to an hour for break down after the they finish.

We also request that the city allow the KeizerFEST committee to place a 150x50 tent to house the bands that will play the event. We will place the speakers in the tent so that they face away from the neighborhood and towards the river to help reduce amplified sound.

The KeizerFEST committee also asks for the KeizerFEST Grounds to be allowed to permit a smoking section in the corner closest to the tent and the corner of Walsh Way near the big toy parking lot. We will have fire extinguishers for any emergencies, and this area will also be monitored by security.

We will have Food vendors that will be cooking with commercial grade equipment. Some also have generators to power their food trucks. We would ask that the city amend the regulation and allow Food Trucks, food vendors and exhibitors be allowed to use generators. Madgex Jump Tents will be providing carnival services and will also be using a generator to power bounce houses and carnival rides. We ask that the city please include lifting the prohibition of generators for them as well.

The KeizerFEST expects to have at least 20,000 people visit the KeizerFEST grounds and would like to ask the city to lift the limit of 50 guests so we can serve our community.

In partnership with the city of Keizer we will be using the same power pole that was placed last year by PGE. We will continue to work with Bill Lawyer and Robert Johnson for any power needs at the park.

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[@KeizerChamber](https://www.instagram.com/KeizerChamber)



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The KeizerFEST Committee does charge a cover entry fee for the evening events. The cover charge will start at 4pm and we will collect \$8 for Thursday, Fri and Sat events. On Thursday we offer a community meal, and we charge \$10 per adult and \$5 per kid to come and eat. We ask that the city permit us to charge these fees as they go to cover the costs of security, bands, and other event expenses. We take cash or card at the event. If there is a serious barrier to someone joining in, we will allow entry as we want everyone to participate, however this will not be advertised and will be case by case.

Event Parking, Transportation, & RV Parking

Parking will be available in a parking lot created near the Event site. The parking lot will be right off Chemawa Rd, behind the Walsh home. Parking will be open and operating for the duration of the Event, while KeizerFEST grounds are open and operating. We will have a separate ride share area toward the front of parking for Uber, Cabs, and Lyft to use. ADA Parking spots will be created and clearly marked with signage. Hours of Operation will be Weds 8/9 7am-9pm, Thurs 8/10 9am-9pm, Fri 8/11 7:30am-12am, Sat 8/12 9am-12am, and Sun 8/13 9am-5pm (event closes at 3pm Sun. We will be cleaning up till dusk)

Promotional Event Signs, Banners & Balloons

The KeizerFEST Marketing Committee will embark on decorating the City with KeizerFEST Street Banners, Chemawa Rd Storage on Chemawa & Windsor Island, River Road, Chemawa Rd., Wheatland Rd., 14th Ave., Lockhaven Dr. and on participating business storefronts, promoting the festival. Two banners at the River Rd/Lockhaven Intersection; (Additional banners & hand signs along River Road and at the Fun Center will be posted July 14 through August 14. We will also be placing a banner in the field at Keizer Rapids Park for promotion of the event.

Other Permits and Agencies

The Keizer Chamber of Commerce will obtain a special event licensing/ insurance through OLCC, Marion County Public Works and require all food concessionaires to obtain Temporary Restaurant Licensing from Marion County Health Department. We would like the city to allow alcohol services in the park through the duration of KeizerFEST.

The Festival Council requests the City of Keizer limit mobile street vending during the parade be exclusive to those who have registered with the festival, through the Chamber's required processes.

Security & Safety

The Keizer Chamber has hired Creative Security to provide crowd control and overnight Security while KeizerFEST is in operation. The Festival Council has established an Incident Command Plan in partnership with Keizer Police Department and will accommodate an onsite command center at the festival location, as requested by Keizer Police Department. All activities will be monitored with volunteers.

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Respectfully Submitted for

KeizerFEST Planning Board and the Keizer Chamber of Commerce

7/5/2023

KeizerFEST Fee Waiver Request

Dear Mayor Clark, Council President Starr, City Councilor, and City Manager Adam Brown,

The Keizer Chamber and KeizerFEST committee was successful last year in moving KeizerFEST down to Keizer Rapids Park. We believe we had the highest attendance ever by the community, we had the most vendors KeizerFEST has ever seen and we had the best Carnival and space for it too! We couldn't have done this without the support of the city and from all our sponsors. Through this victory the KeizerFEST also became an Award-Winning Event in the State of Oregon!

The success of KeizerFEST depends on all our wonderful partners. The City of Keizer is a huge partner. We are grateful for all the support! This year we have added the use of the Keizer Rotary Amphitheater to KeizerFEST so that we can bring in a few more partners.

The KeizerFEST Committee and Keizer Chamber are requesting that all fees related to the KeizerFEST Event be fully waived. Having the opportunity for these fees to be waived allows us to focus on providing the community the best experience we can over the four-day festival. It will allow us to bring in better talent for the live music during KeizerFEST and provide better-groomed festival grounds. If the KeizerFEST Committee is allowed the fee waiver we will also be able to use those dollars to upgrade radios for staff, volunteers, and Police Officers during the Parade which will be a step up for safety and security.

We are grateful for the consideration, if you have any further questions about any of the applications or the attached Memo please do not hesitate to reach out. Thank you.

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Warm Regards,

KeizerFEST Committee &
Corri Falardeau
Executive Director
Keizer Chamber

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City of Keizer

PARADE OR SPECIAL EVENT PERMIT FOR PUBLIC PROPERTY

Keizer City Hall
930 Chemawa Road NE
Keizer, OR 97303
PO Box 21000, Keizer, OR 97307
Phone: (503) 390-3700
Fax: (503) 390-3787

Applications for permits must be submitted at least 60 days prior to date of parade or special event. This permit is pursuant to City of Keizer Ordinance No 2000-419. A fee of \$25.00 must accompany this application.

Type of Event: ☒ Parade ☐ Walk ☐ Run ☐ Bike Race ☐ Special Event: KeizerFEST Parade

Date of Event: 8/12/23 Event Start Time: 9:30 Event End Time: ~12:00pm

Title of Event: KeizerFEST Parade & Mayors Pet Parade

Description of Event: KeizerFEST Home Sweet Home Parade & Mayors Pet Parade

A free city wide parade open to a citizen to participate and enjoy

Proposed Route or Event Location: Parade Lockhaven/River Rd-Appleblossom/River Rd- P

Estimated Participants: 30,000 Number of Vehicles: 200+ Number of Animals: 100

Clean-up Arrangements: Volunteer Crews/Contracted Services for all events, including post parade, street sweeping

Assembly Location: Parade Lockhaven (River Rd - McClure)

Disassembly Location: Parade River Rd (Garland, Appleblossom, Weeks)

☒ Map Included: Please include a map showing the desired route or location, including assembly and disassembly points of the event, the proposed signing/traffic control plan, and the specific locations of streets to be closed.

Request for suspension of street vendor ordinance: ☒ Yes ☐ No
(Note: If granted, suspension of the ordinance allows sales by all persons.)

Group or Organization (if applicable): KeizerFEST

Applicant Name: Keizer Merchant Association dba Keizer Chamber of Commerce- Corri

Primary Phone: (503) 393-9111 Secondary Phone: _____

Mailing Address: 4118 River Rd N Keizer OR 97303

Email Address: Corri@KeizerChamber.com

This permit is subject to the following conditions:

1. No alcoholic beverages are permitted on public street or property unless allowed by City Ordinance. Please contact City staff for additional requirements regarding alcoholic beverages.
2. Permittee certifies that all residents living adjacent to proposed closure or businesses located adjacent to proposed closure have been notified of the event.
3. Barricades may be placed in the street right-of-way but must be positioned to allow access for emergency vehicles. Barricades are available from the City by calling 503-856-3551. Barricades must be returned to Public Works no later than the day after closure date.
4. Participants shall yield right-of-way to vehicular traffic, unless directed otherwise by a police officer.
5. The event will be conducted in such a manner to ensure the safety of the participants and spectators.
6. Permittee shall be responsible for clean-up of areas and removal of all paraphernalia and debris as a result of this event.

****NOTICE****

Permittee shall defend and indemnify the City of Keizer, its officers, agents and employees, against any claim, demand, suit or action for property damage, personal injury or death arising in connection with this event. The City of Keizer requires that the sponsor of such events carry commercial single limit liability insurance in the minimum amount of \$500,000 and name the City of Keizer as an additional insured for this event. "City of Keizer" includes its officers, agents, contractors and employees. Claims made in excess of the policy will be the responsibility of the sponsor of the event. Sponsor shall provide City with evidence of the insurance no later than 20 days prior to the event.

INSURANCE COMPANY: The Hanover Insurance Company
 POLICY NUMBER: OH2H0666657
 COVERAGE LIMITS: 1,000,000 personal, 2,000,000 general

****PERMIT REVOCATION****

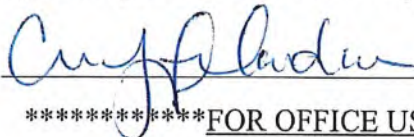
The City Manager may revoke this permit if circumstances reasonably show that the parade or special event can no longer be conducted consistent with public safety.

****APPLICATION SIGNATURE****

Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or electronic transmitted signatures by signing an original document.

I hereby certify that I am the authorized representative of the above group, that the above statements are true to the best of my knowledge, that I will abide by all restrictions, administrative rules and applicable City Ordinances, and that I will provide proof of insurance at my own expense as required herein.

Applicant's Signature: _____



Date: _____

6/28/2023

*****FOR OFFICE USE ONLY*******APPROVED ROUTE AND/OR POLICE COMMENTS:****FIRE DEPARTMENT COMMENTS:****ADDITIONAL APPROVAL COMMENTS OR CONDITIONS:**

Approved by: _____
 Keizer Police Department

Approved by: _____
 Keizer Fire Department

Approved by: _____
 Keizer Public Works

Approved by: _____
 Keizer City Manager



City of Keizer Park Area Reservation Application

Keizer City Hall
930 Chemawa Road NE
Keizer, OR 97303
PO Box 21000, Keizer, OR 97307
Phone: (503) 390-3700
Fax: (503) 390-3787

Park Area Requested: (See map for further details)

Fee Schedule:

<input type="checkbox"/> Covered Area at Claggett Creek Park ~ 1400 block Dearborn Ave NE <input type="checkbox"/> Gazebo at Chalmers Jones Park ~ 930 Chemawa Road NE <input type="checkbox"/> Eastern Shelter at Keizer Rapids Park Big Toy ~ 1900 Chemawa Rd N	\$42 for the first two hours and \$16 for each additional hour.
<input type="checkbox"/> Sports Field at Claggett Creek Park ~ 1400 block Chemawa Road NE	\$84 for the first two hours and \$42 for each additional hour. (Maximum of \$420 per day)
<input type="checkbox"/> Claggett Creek Park Designated Grass Area ~ 1400 block Chemawa Rd NE <input type="checkbox"/> Chalmers Jones Park Designated Grass Area ~ 930 Chemawa Road NE <input checked="" type="checkbox"/> Other: Big Field for KeizerFEST Grounds (Please discuss with City Staff prior to selecting "Other")	\$105 for the first two hours and \$53 for each additional hour.

Event Information:

Title of Event: KeizerFEST
 Date of Event: 8/10-8/13/2023 Type of Event: Community Festival, Bands, Vendo
 Start Time: 11am 8/10 ☒ AM ☐ PM Estimated Group Size: 10,000+ at any given ti
 End Time: 3pm 8/13 ☐ AM ☒ PM Estimated Number of Vehicles: 800+

Event Contact Information: (Responsible person will receive Application correspondence)

Group or Organization (if applicable): Keizer Chamber of Commerce
 Responsible Person: Corri Falardeau Primary Phone: 503-393-9111
 Mailing Address: 4118 River Rd N City/State/Zip: Keizer, OR 97303
 Email Address (optional): corri@keizerchamber.com

FORM AND PAYMENT SUBMISSION:

Please return this **form and payment** to the City of Keizer by one of the following methods:

1) In person: 930 Chemawa Rd NE -or- 2) By Mail: City of Keizer, PO Box 21000, Keizer, OR 97307

QUESTIONS:

If you have any questions call 503-856-3436 or email PC@keizer.org

STRICTLY PROHIBITED UNLESS PERMITTED BY APPLICATION ADDENDUM:

Ordinance No. 2018-791 as amended establishes Keizer Parks Regulations. The following are specifically prohibited in all Park Areas unless expressly permitted in writing by the City:

Possession or consumption of alcoholic beverages	Cooking with anything other than a barbecue
Use of Generators	Amplified sound
Events with over 50 attendees	Public, Ticketed or Concert Events
Events causing traffic or parking issues	Using City provided electrical services
Projecting any still or moving pictures	

You may use the "Park Area Reservation Application Addendum" to apply for any of these accommodations. A Non-refundable Application Fee of \$63.00 will apply with submittal of the application addendum.

REVOCATION INFORMATION:

The City Manager or his designee may revoke the application if circumstances reasonably show that the event can no longer be conducted consistent with public safety or the Responsible Person does not meet the conditions set forth within the required time period. Any violations of the terms of this park reservation or park regulations, as determined by a police officer or a city parks official, immediately revokes this reservation.

THIS APPLICATION IS SUBJECT TO THE FOLLOWING CONDITIONS:

Application Submittal: This application by itself does not serve as an approved reservation. Reservations will be reviewed on a first-come, first-served basis provided that the proposed use is appropriate for the designated area and consistent with park policies and regulations. **The established park reservation fee must be submitted along with the reservation application.** Payment of the fee secures the date and time requested, upon approval. If the reservation is denied, the reservation fee will be refunded. An individual or group that has an approved reservation will have first priority to use the section or sections of the park for the date and time listed on the reservation application.

Please take a copy of your approved application with you on the day of your event.

Cancellations: Reservations must be cancelled in writing with City Hall Staff no less than thirty (30) days before the reservation date for full refund.

General Information: Responsible Person/Group must restore Park areas used to its original condition by the end of the event. General Park users will be allowed to use other park facilities during the event. The City reserves the right to review and approve or deny any other requests that may be potentially hazardous, unsafe or cause damage. In the case of a "Group" reservation, a designated person from the group must complete and sign the park reservation application. This person will be responsible for the actions of the group while using the park and for the condition of the park after the scheduled event.

RULES AND REGULATIONS:

- Parks open ½ hour prior to sunrise and close ½ hour after sunset. No one may enter or remain in the parks overnight unless camped in a specifically designated camping area or otherwise permitted.
- Smoking, vaping, tobacco products and any type of legal or illegal drugs are not permitted in any park or park facility.
- All garbage must be disposed of properly in receptacles provided.
- Vehicles are only allowed in designated parking areas only. Parking on grass areas is not allowed at any time.
- Outdoor fires in any place other than in a barbecue for cooking purposes is not allowed.
- Dogs are allowed in park areas and must be on a leash at all times unless in an area designated as an off-leash area. *(All other pets are prohibited unless authorized in writing.)*
- Noise levels that violate the City's noise ordinance will not be allowed.
- The follow are prohibited in all Park Areas:

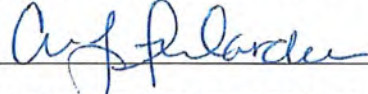
Littering	Garbage dumping and water pollution
Vandalism	Possession of firearms or weapons of any kind <i>(Unless permitted by state law)</i>
Fireworks of any kind	Hitting golf balls
All types of inflatable bouncers, mechanical rides and trampolines	Birdseed, confetti, glitter, rice, anything that sprouts, hay/straw, silly string, party poppers, and sky lanterns
Feeding wild animals, birds, fish or reptiles	Operating any boats, cars, rockets or other devices that are powered by a rocket motor or an internal combustion engine

NOTICES:

Responsible Person agrees to defend and indemnify the City of Keizer, its officers, agents and employees, against any claim, demand, suit or action for property damage, personal injury or death arising in connection with this event. Responsible Person agrees to comply with all the conditions set forth herein and if applicable to provide at Responsible Person's own expense the insurance set forth in the addendum attached.

Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or electronic transmitted signatures by signing an original document.

I hereby certify that I am the authorized representative of the above group, that the above statements are true to the best of my knowledge, and that I will abide by all restrictions, administrative rules and applicable City Ordinances.

Signature of Responsible Person:  Date: 6/28/2023

*****THIS SECTION MUST BE COMPLETED BY CITY OF KEIZER STAFF*****

Total Fee: _____ Received by: _____ Date: _____

Approved by: _____ Date Approved: _____

Copy to: ☐ Parks Manager ☐ Police Department ☐ Reserving Group ☐ Parks File

KEIZERFEST

at Heizer Rapids Park

PROPOSAL





City of Keizer

Keizer Rotary Amphitheatre

Application/Permit

Keizer City Hall
 930 Chemawa Road NE
 Keizer, OR 97303
 Phone: (503) 390-3700
Venue Address
 1900 Chemawa Rd N
 Keizer, OR 97303

Permit Application/Permit Fee Schedule	
<i>(All applicable fees are due at time of application. Use fees are charged from Access to Exit Times.)</i>	
Deposit (Refundable):	\$170.00
Use fee:	\$42.00 per hour, with four (4) hour minimum rental.
Use fee for Ticketed/Concert Event:	\$42.00 per hour, with four (4) hour minimum rental. -OR- Ten percent (10%) of ticketed sales, whichever is greater. <i>(Must provide proof of sales if requested by City.)</i>

Event Information

Event Date(s): August 12th-13th, 2023

Event Title: Dancin' In the Park- City Dance Theatre & Valley Dance Academy

Description of Event: Two separate Dance troops performing City Dance Theatre on Sat and Valley Dai

Initial Access Time: 8/12 8:00 ☒ AM ☐ PM Final Exit Time: 8/13 3:30 ☐ AM ☒ PM
(First entrance to Amphitheatre for set up.) (The time final cleanup and exit occurs.)

Event Start Time: 12:00 Sat 8/ ☒ AM ☒ PM Event End Time: 3:30pm 8/13 ☐ AM ☒ PM

Estimated Group Size: 150-300 Estimated Number of Vehicles: 100

Event Contact Information *(Responsible person will receive Permit correspondence)*

Group or Organization *(if applicable)*: Keizer Chamber of Commerce

Responsible Person: Corri Falardeau

Primary Phone: 5033939111

Secondary Phone: _____

Mailing Address: 4118 River Rd N

City/State/Zip: Keizer, OR 97303

Email Address: corri@keizerchamber.com

FORM AND PAYMENT SUBMISSION:

Please return this **form and payment** to the City of Keizer by one of the following methods:

1) In person: 930 Chemawa Rd NE -or- 2) By Mail: City of Keizer, PO Box 21000, Keizer, OR 97307

QUESTIONS:

If you have any questions call 503-856-3436 or email PC@keizer.org

STRICTLY PROHIBITED UNLESS PERMITTED BY APPLICATION ADDENDUM:

Ordinance No. 2018-791 as amended establishes Keizer Parks Regulations. The following are specifically prohibited in all Park Areas unless expressly permitted in writing by the City:

Possession or consumption of alcoholic beverages	Cooking with anything other than a barbecue
Use of Generators	Amplified sound
Events with over 50 attendees	Public, Ticketed or Concert Events
Events causing traffic or parking issues	Using City provided electrical services
Projecting any still or moving pictures	

The "Park Area Reservation Application Addendum" must be submitted with this Permit/Application. A Non-refundable Application Fee of \$63.00 will apply with submittal of the application addendum.

THIS APPLICATION/PERMIT IS SUBJECT TO THE FOLLOWING CONDITIONS:

This application by itself does not serve as an approved permit.

All conditions must be complied with by the deadline shown or the permit may be denied or withdrawn.

Application Submittal: The Application Fee, the Deposit and the Use Fees are due at the time of Application submittal. The event date will not be calendared or held until this occurs. If your event is estimating attendance over 100 people, or permitting intoxicating beverages, or permitting amplified sound, the application must be submitted 60 days prior to the event date. All other applications must be submitted at least 30 days prior to the event date. Ordinance No. 2018-791 as amended establishes Keizer Parks Regulations. Provide on a separate sheet any activities proposed that require a permit under the regulations. Activities not specifically listed and permitted in writing are not allowed. **A late fee of \$150.00 shall be imposed if all applicable documentation noted below and on the application/permit are submitted less than 20 days prior to the event.**

Insurance: Provide single limit liability insurance with minimum limits of \$1,000,000 naming **City of Keizer** as additional insured. The insurance policy is to be issued by an insurance company authorized to do business in the state of Oregon. "City of Keizer" includes its officers, agents, contractors, and employees. The evidence of insurance and additional insured endorsement must be provided to City 20 days prior to event.

Venue Capacity: 600 guests is the maximum capacity allowed by this event permit, unless Applicant requests for an increase in the maximum capacity and approval is granted in writing by City. Requests for an increase to the maximum guest capacity must be submitted to the City of Keizer 20 days prior to the event.

General Information: Permittee must restore areas used by said organization/party to its original condition by the end of the event. General Park users will be allowed to use other park facilities during the event. The City reserves the right to review and approve or deny any other requests that may be potentially hazardous, unsafe or cause damage.

Cancellations: In the event of a client cancellation less than thirty (30) days before the event, 50% of the Use Fees will be forfeited. Should the event be cancelled by the City due to any reason, Permittee agrees and understands that other than refund of all use fees, the City of Keizer shall not be liable for any damages or charges whatsoever. Acceptance of the full refund will fully release and satisfy any and all claims, damages or charges, direct or indirect, against the City of Keizer. Should the event be cancelled for any other reason beyond the control of the City, e.g. weather conditions, Permittee agrees and understands that the application fee and use fees will be forfeited.

RULES AND REGULATIONS:

- Parks open ½ hours prior to sunrise and close ½ hour after sunset. No one may enter or remain in the parks overnight unless camped in a specifically designated camping area or otherwise permitted.
- Smoking, vaping, tobacco products and any type of legal or illegal drugs are not permitted in any park or park facility.
- All garbage must be disposed of properly in receptacles provided.
- Vehicles are only allowed in designated parking areas only.
- Outdoor fires in any place other than in a barbecue for cooking purposes is not allowed.
- Dogs are allowed in park areas and must be on a leash at all times unless in an area designated as an off-leash area. *(All other pets are prohibited unless authorizing in writing.)*
- Noise levels that violate the City's noise ordinance will not be allowed.
- The follow are prohibited in all Park Areas:

Littering	Garbage dumping and water pollution
Vandalism	Possession of firearms or weapons of any kind <i>(Unless permitted by state law)</i>
Fireworks of any kind	Hitting golf balls
All types of inflatable bouncers, mechanical rides and trampolines	Birdseed, confetti, glitter, rice, anything that sprouts, hay/straw, silly string, party poppers, and sky lanterns
Feeding wild animals, birds, fish or reptiles	Operating any boats, cars, rockets or other devices that are powered by a rocket motor or an internal combustion engine

It is the Permittee's responsibility to contact our Parks Department (503-856-3569) at least one week prior to your event date to review the following, if applicable to your event:

- ❖ **PARKING:** Staff will review the provided parking plan to ensure parking instructions given by the City are followed. Access to the Event Parking Access Gate may be arranged by the City at that time. A parking plan and a map will be provided with the approved permit.
- ❖ **ELECTRICAL USE:** If electrical use fee was paid, staff will review access to limited power. It will be made available only at the Keizer Rotary Amphitheatre stage and the western end of the concrete apron entrance.
- ❖ **ADDITIONAL REQUIREMENTS:** Some events may be required to provide fire extinguishers, additional signage or other event specific equipment. If required, arrangements will be reviewed with the Permittee.

NOTICE:

Permittee agrees to defend and indemnify the City of Keizer, its officers, agents and employees, against any claim, demand, suit or action for property damage, personal injury or death arising in connection with this event.

Permittee agrees to comply with all the conditions set forth herein and to provide at Permittee's own expense the insurance set forth in the addendum attached.

Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or electronic transmitted signatures by signing an original document.

EXPIRATION:

The application expires one year from submitted date.

PERMIT REVOCATION INFORMATION:

The City Manager or his designee may revoke the application if circumstances reasonably show that the event can no longer be conducted consistent with public safety or the Responsible Person does not meet the conditions set forth within the required time period. Any violations of the terms of this park reservation or park regulations, as determined by a police officer or a city parks official, immediately revokes this reservation.

I hereby certify that I am the authorized representative of the above group, that the above statements are true to the best of my knowledge, and that I will abide by all restrictions, administrative rules and applicable City Ordinances.

Responsible Person Signature: _____

Date: 3/3/2022 6/28/2023

*****THIS SECTION MUST BE COMPLETED BY CITY OF KEIZER STAFF*****

Date Application Submitted: _____ Non-refundable Application Fee: _____

Total Fees Due as Submitted: _____ Refundable Deposit: _____

Total Paid: _____ Use Fee: _____

Date Paid: _____ Electrical Fee: _____

☐ Approved as Submitted

☐ Approved as Amended

☐ Denied

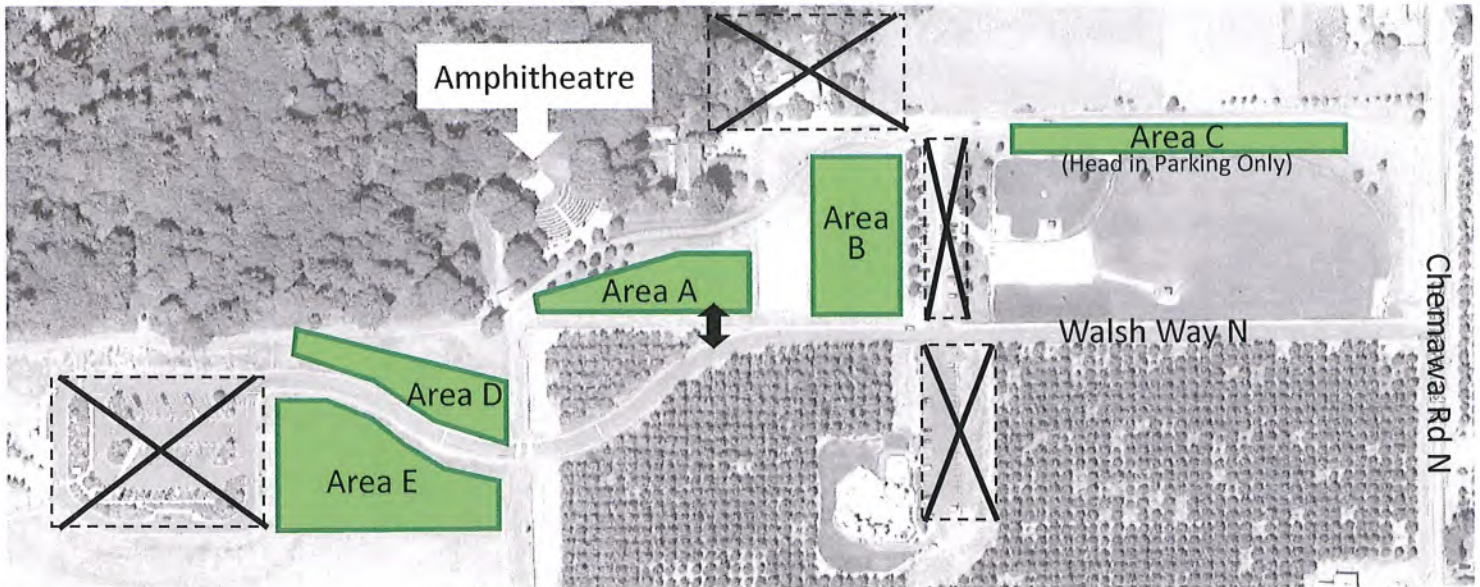
By: _____ Title: _____ Dated: _____

Copy to: ☐ Parks Manager ☐ Police Dept. ☐ Fire Dept. ☐ Reserving Group ☐ City File




Keizer Rotary Amphitheatre Parking Plan

Event Title: KeizerFEZT Parking Plan Event Date: 8/10-8/13/



 **Amphitheatre Event Parking NOT Allowed**

 **Amphitheatre Event Parking Allowed.**

 **Event Parking Access Gate (Vehicles are ONLY allowed to enter and exit from THIS gate.)**

Parking Area(s) Requested:

- ☐ A - 40 Parking Spaces
- ☐ B - 50 Parking Spaces
- ☐ C - 40 Parking Spaces
- ☐ D - 40 Parking Spaces
- ☐ E - 150 Parking Spaces

Complete the section below:

We are expecting 800+ number of vehicles.

We will have 5 number of parking attendants.

We will provide 10 number of ADA Parking Spaces.

Vehicles will be parked in the parking areas as designated above on this form. Parking Areas A and B will be accessed only through the "Event Parking Access Gate". Parking Area C will be accessed off of Chemawa Rd N. Parking Areas D and E will be accessed from Walsh Way N. Event Parking is not allowed to park in the existing paved parking areas so those using the other park amenities have sufficient parking. In the space below, or another piece of paper, document any additional equipment/volunteer staff for event parking. If any Shuttle buses will be used for the event then they must have a spotter when backing or maneuvering in the park.

Additional Information: Please see attached KeizerFEST Map with Parking map
parking. The two smaller blue spaces will be pain parking where most folks
to the rides. Vedors, Bands, and Volunteers willl have their own special parl
Amphitheater events will be parking with KeizerFEST parking. Dance Troop



City of Keizer Application Addendum

Keizer City Hall
930 Chemawa Road NE
Keizer, OR 97303
PO Box 21000, Keizer, OR 97307
Phone: (503) 390-3700
Fax: (503) 390-3787

Date of Event: 8/10-13/2023

Title of Event: KeizerFEST

Responsible Person: Corri Falardeau

Primary Phone: 503-393-9111

A Non-refundable Permit Application Fee of \$63.00 will apply at the time this addendum is submitted with a reservation application.

ADDITIONAL EVENT INFORMATION:

Is your event open to the public? (See below for definition of a public event) ☒ Yes ☐ No

A public event is any event open to the general public whether a fee is charged to attendees or not. These events can include, but are not limited to concerts, trade shows, vendor markets, charitable, fundraising, and leisure events.

Will attendees be paying any type of fee? ☒ Yes ☐ No

FOR THE FOLLOWING PLEASE CHECK ALL BOXES THAT APPLY TO YOUR EVENT:

☒ **Alcoholic Beverage Service:** Alcohol beverages are only permitted on City owned property if the appropriate OLCC permit/license has been issued for this event and all City requirements have been met.

- Alcohol vendor must enter into a separate agreement with City, must provide single limit liability insurance with minimum limits of \$1,000,000 and liquor liability insurance certificate with minimum limits of \$1,000,000 naming City of Keizer as additional insured. "City of Keizer" includes its officers, agents, contractors, and employees.
- The insurance policy is to be issued by an insurance company authorized to do business in the state of Oregon. The agreement, evidence of insurance and additional insured endorsement must be provided to City 20 days prior to event.
- Alcohol vendor must provide all Oregon Liquor Control Commission (OLCC) licenses/permits in a form acceptable to City 20 days prior to the event. Alcohol vendor must comply with all City regulations. The only Park Areas that alcohol service can be permitted are Chalmers Jones Park and Keizer Rapids Park.

Name of Alcohol Vendor: Anheuser Busch-Western Beverage: Keizer Chamber will hold the Liquor

Alcohol Service Times: Starting at: 8/10 11:00 AM ☒ AM ☐ PM Ending at: 8/13 3:00 PM ☐ AM ☒ PM

☒ **Security:** For events with over 100 attendees, Responsible Person must provide proof that a professional Security Company has been hired. The number of guards will be determined by the security company's requirements. The proof of security must be provided to City 20 days prior to event.

☒ **Food Service for a Public Event:** For events open to the public, all food service vendors must provide approved copies of the necessary Marion County Health Department licenses/permits to City 20 days prior to the event. All Food service vendors must comply with all applicable City and Marion County regulations and provide all the necessary licenses/permits to City 20 days prior to the event. All food service/preparation vendors must have Food Handlers License.

Name of Vendor(s): Adam's Rib, Bo & Vine Burger, Sancho's Taco's, Chicken Shack, Katerina's Kitchen, Las Cazuelas, Maui Melts, Gracie's Sweets & Treats.

☐ **Food Service for a Private Event:** All Food Service Vendors must comply with all applicable City and Marion County regulations and provide all the necessary licenses/permits to City 20 days prior to the event. All food service/preparation vendors must have Food Handlers License. Private events may provide their own food if listed as "self-provided" below.

Name of Vendor(s) or (Self-Provided): _____

- ☒ **Using Commercial Cooking Equipment and/or Generators:** A fire prevention plan must be reviewed and approved by the Keizer Fire District Fire Marshall or his/her designee. The approved plan must be provided to City 20 days prior to event.
- ☒ **Amplified Sound:** All amplified sound must adhere to City Noise Ordinance 2004-511. Responsible Person shall be responsible for the monitoring of sound levels in the Park Area. The City recommends that the noise level not exceed 80-85 DB. However, the Keizer Noise Ordinance applies to sound levels measured at the property lines of adjoining residences. Responsible Person must comply with all applicable regulations and laws, including, but not limited to the requirements of the Keizer Noise Ordinance. Amplified sound is only permissible when approved by permit and is strictly prohibited after 9:00 p.m.
- Type of Amplified Sound: Sound will be from speaker provided by ApexAudio to amplify music by Bands and people speaking
Speakers will face the River, or speaking on stage, or
- ☒ **Events with over 50 attendees:** The event is expecting over 50 attendees as listed on the Reservation Application and are requesting an increase of the number of allowed attendees in the reserved park area.
- ☒ **Public Event, Ticketed Event or Concert Event:** Must submit a crowd control/security plan to the City of Keizer 20 days prior to event.
- ☒ **Anticipated Traffic or Parking Issues:** If your event is expecting a large number of vehicles that may cause traffic or parking issues in the park a parking plan must be submitted 20 days prior to event. Include documentation of necessary equipment/volunteer staff for event parking. Sufficient parking attendants and ADA parking spaces must be provided. If any Shuttle buses will be used for the event then they must have a spotter when backing or maneuvering in the park. If your event is being held at Keizer Rapids Park you may use your own documentation or complete the City provided "Keizer Rotary Amphitheatre Parking Plan". Additional requirements may be necessary due to the size and nature of the event.
- ☒ **City Provided Electrical Services:** A \$21.00 use fee will apply and is due at the time the application is submitted. Electrical service is limited. Please confirm details of what you require below:
 We will use the power source that was installed last year.
- ☐ **Projecting still or moving pictures of any kind.**
 Describe: _____
- ☒ **Using posted signs for the event.** Signage for the event must comply with the Keizer Sign Regulations. Call 503-856-3441 for further information.
 Describe: Sings around the city promoting KelzerFEST- refer to KelzerFEST Memo
- ☒ **Using temporary structures, fencing or tents for the event.**
 Describe: Big KelzerFEST Tent, Vendor Tents, Shade and Food Court Tents. Fencing off entire KelzerFEST Grounds.
- ☒ **Listed below are other proposed accommodations requested for the event that are not permitted without the Public Works Director approval or not addressed with this addendum: (Requests will be reviewed on an individual basis)**
 See KelzerFEST Memo

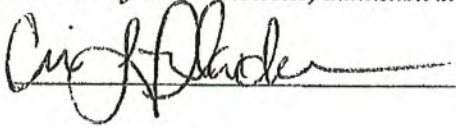
In the space below or on a separate sheet, provide a diagram or map of the layout of the proposed event:

See Map

It is the Permittee's responsibility to contact our Parks Department (503-390-3700) at least one week prior to your event date to review the following, if applicable to your event:

- ❖ **PARKING:** Staff will review the provided parking plan to ensure parking instructions given by the City are followed. Access to any parking access gates may be arranged by the City at that time. A parking plan and a map will be provided with the approved permit.
- ❖ **ELECTRICAL USE:** If electrical use fee was paid, staff will review access to limited power.
- ❖ **ADDITIONAL REQUIREMENTS:** Some events may be required to provide fire extinguishers, additional signage or other event specific equipment. If required, arrangements will be reviewed with the permittee.

I hereby certify that I am the authorized representative of the above group, that the above statements are true to the best of my knowledge, and that I will abide by all restrictions, administrative rules and applicable City Ordinances.

Signature of Responsible Person: 

Date: 6/29/2023

ADDITIONAL REQUIREMENTS:

Due to the nature of your event the City of Keizer is requiring at the Responsible Person or Group's expense the following that are checked below:

- ☒ **Insurance:** Provide single limit liability insurance with minimum limits of \$1,000,000 naming City of Keizer as additional insured. The insurance policy is to be issued by an insurance company authorized to do business in the state of Oregon. "City of Keizer" includes its officers, agents, contractors, and employees. The evidence of insurance and additional insured endorsement must be provided to City 20 days prior to event.
(Insurance is required for all events at the Keizer Rotary Amphitheatre)

- ☒ **Chemical Toilets:** The Responsible Person must provide the City with verification 20 days prior to event that the appropriate amount of portable toilets listed below have been arranged for each event. The size and nature of the event determines the number of toilets.
(Chemical Toilets are required for all events at the Keizer Rotary Amphitheatre)

Number of portable toilets required: 10+ Company Name: Ace Septic

- ☒ **Garbage Services:** The Responsible Person must provide the City with verification 20 days prior to event that the appropriate amount of receptacles listed below have been arranged for each event. The size and nature of the event determines the number of receptacles. Contact Loren's Sanitation (503-393-2262) for rental information.

Number of receptacles required: 10+ Type of receptacles required: 30 Yard Drop Box, 20+ Garb

*Garbage
Carts*

☐ *Other:* _____

*****THIS SECTION MUST BE COMPLETED BY CITY OF KEIZER STAFF*****

☐ Approved as Submitted

☐ Approved as Amended

☐ Denied

By: _____ Title: _____ Dated: _____

Copy to: ☐ Parks Manager ☐ Police Dept. ☐ Fire Dept. ☐ Reserving Group ☐ City File

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R2023-_____

3 AUTHORIZING TEMPORARY USE AND SIGNS SUBJECT
4 TO CONDITIONS FOR KEIZERFEST (2023)
5

6 WHEREAS, the Keizer Development Code provides pursuant to Section
7 2.203.04(E) that the City Council may by resolution authorize temporary uses and
8 signage during a specific event or festival;

9 WHEREAS, the Keizer Development Code also provides that the Council may
10 set forth the reasonable types of uses, zones and time restrictions;

11 WHEREAS, the Keizer Park Regulations provides that prohibited activities may
12 be permitted by the City;

13 WHEREAS, the Keizer Chamber of Commerce has requested the City to
14 authorize a temporary use for the KeizerFEST, including, but not limited to placement of
15 temporary signage to promote such festival, and to allow prohibited activities at Keizer
16 Rapids Park during the festival;

17 WHEREAS, the City Council has considered this matter and finds that it is
18 appropriate to grant the request with certain restrictions necessary to protect the health,
19 safety and welfare of the public;

1 NOW, THEREFORE,

2 BE IT RESOLVED by the City Council of the City of Keizer that the 2023
3 KeizerFEST is authorized as a specific temporary use and the hours of operation and
4 signage for the 2023 KeizerFEST is hereby allowed pursuant to the design, restrictions
5 and conditions as set forth in the attached Exhibit "A" which is incorporated herein by
6 this reference.

7 BE IT FURTHER RESOLVED that the City waives all City fees in connection
8 with this matter and provides Police/Public Works support as a part of the City's
9 sponsorship of the event.

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

12 PASSED this _____ day of _____, 2023.

13 SIGNED this _____ day of _____, 2023.

14

15

16

Mayor

17

18

19

City Recorder

EXHIBIT "A"

Design, Restrictions and Conditions

The City Council approves the proposed temporary use, hours of operation and signage for the 2023 KeizerFEST as follows:

1. Except as set forth in this decision, the 2023 KeizerFEST shall be located, operated and conducted pursuant to the attached Special Event Permit application, the Park Area Reservation Application, the Application Addendum, and the Keizer Rotary Amphitheatre Application submitted by the applicant dated June 28, 2023. Signs, banners, flags and balloons shall be limited to the locations and numbers identified in the applications.
2. The 2023 KeizerFEST may have up to 8 banners not to exceed 20 square feet advertising the event. The locations of such banners must have prior approval of the Planning Director or designee. Such banners may be placed no earlier than July 18, 2023 and must be removed no later than August 15, 2022.
3. The 2023 KeizerFEST may have up to 30 light pole banners installed on the Keizer Station and River Road light poles. Such banners may be placed no earlier than July 18, 2023 and must be removed no later than August 15, 2023.
4. The 2023 KeizerFEST may have hand signs and flags located adjacent to the main intersections along River Road, Chemawa Road, Windsor Island Road, Wheatland Road, 14th Avenue, Lockhaven Drive and on participating business storefronts. No signs or flags may be placed without the property owner's permission. All hand signs and flags shall not exceed the allowable size as stated in the sign code. Such hand signs and flags may be placed no earlier than July 18, 2023 and must be removed no later than August 15, 2023 and may not obstruct any public road or sidewalk.
5. Signs, banners, flags and balloons shall be placed to ensure there shall be no traffic interference or distraction, and if deemed to be a hazard by the Planning Director, shall be removed immediately without notice. Balloons shall be placed in such a manner so as to not present a potential to damage light fixtures or landscaping.
6. No other signs are allowed.
7. No electronic signs of any type are allowed, unless required by the Keizer Police Department for safety or traffic control reasons.
8. No signs, flags, balloons or other items may be placed in the right-of-way, except for banners referenced in Section 2. No signs shall be placed on private property

without the specific permission of the private property owner. Placement of any sign in any public right-of-way or sidewalk easement shall cause the City to remove such signs immediately without notice. In such instance, the Chamber shall pay for City staff time, including benefits.

9. Any signs, banners, flags and balloons not removed by August 15, 2023 may be immediately removed by City staff without notice and the KeizerFEST shall pay for staff time at the hourly rate of staff person removing the signage, including benefits.
10. Vendors sleeping in their booths overnight is permitted ONLY at the direction and requirements of the Keizer Fire District.
11. The Applicant has requested a waiver or partial waiver of several park regulations. Except as noted below, these requests are granted with the following conditions:
 - a. Park Hours. On August 9, 2023 and August 10, 2023, all events shall close no later than 9:00 p.m. and the public shall vacate the park. Vendors and Chamber staff and volunteers shall vacate the park no later than 11:00 p.m., except those that are permitted to stay overnight by the Public Works Director and/or the Fire Department. On August 11, 2023 and August 12, 2023, all events shall close no later than midnight and the public shall vacate the park. Vendors and Chamber staff and volunteers shall vacate the park no later than 1:30 a.m., except those that are permitted to stay overnight by the Public Works Director and/or the Fire Department. On August 13, 2023, all events shall close by 3:00 p.m. and the public shall vacate the area. Vendors and Chamber staff and volunteers shall vacate the park no later than midnight.
 - b. Tent and Other Structures. The entertainment tent and other types of shelters are allowed as indicated in the application.
 - c. Generators. Generators are allowed as requested in the application. All generators shall be equipped with spark arrestors.
 - d. Number of People. The limit of 150 persons is waived.
 - e. Conducting Business. This regulation is waived.
 - f. Recreational Vehicles. Up to ten (10) recreational vehicles may be parked at the location dry-camping only is allowed.
 - g. Alcohol. Alcoholic beverages are allowed only in the Big Tent and smoking section if the alcohol vendor enters into an agreement with the City and provides certificates of insurance and endorsements as required by the City

Attorney. Applicant and alcohol vendor must comply with all OLCC requirements.

- h. Smoking. The smoking section is allowed in the location indicated in the application. Smoking is prohibited at any other location.
- 12. All food trucks/carts shall be placed as shown on the site plan. All food trucks/carts shall be subject to the conditions further described herein as well as the sign code. Such food trucks/carts may be placed no earlier than noon August 9, 2023 and must be removed no later than 4:00 p.m. August 13, 2023 and may not be located on any public road or sidewalk. The exact site location is subject to approval by the Planning Director/Public Works Director, or designee.
- 13. If required under applicable regulations, any food vendor shall obtain a license from Marion County Environmental Health or similar county agency prior to operating.
- 14. Any food truck/cart or other vendor shall not obstruct pedestrian pathways, driveways or drive aisles and shall not create a traffic or safety hazard.
- 15. Any paper, cardboard, wood, or plastic containers, wrappers, or any litter or material is to be picked up by the vendor.
- 16. All food trucks/carts must remain capable of being moved at any time.
- 17. Any food truck/cart not removed by 4:00 p.m. August 13, 2023 may be immediately removed by City staff without notice and the Chamber shall be billed for staff time at the hourly rate of staff person including benefits for removing the food truck/cart.
- 18. All activities shall comply with Keizer Police Department/Public Works direction and requirements of Keizer Fire District.



CITY COUNCIL MEETING: JULY 17, 2023

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: E. Shannon Johnson, Keizer City Attorney

SUBJECT: **RESOLUTION AUTHORIZING TEMPORARY SUSPENSION OF STREET VENDOR ORDINANCE**

PROPOSED MOTION:

"I move the City Council adopt Resolution R2023-____ authorizing a temporary suspension of the ordinance prohibiting street vendors."

I. SUMMARY:

The Keizer Chamber of Commerce is requesting the City Council temporarily suspend the ordinance prohibiting street vendors for the KeizerFEST Parade.

II. BACKGROUND:

- A. Ordinance No. 90-193 (An Ordinance Prohibiting Street Vendors) prohibits the selling of any commodity or service upon any street, sidewalk or public right-of-way. There is a provision that allows for suspension of such regulations during a festival. The suspension is done by a City Council Resolution.
- B. On Page 5 of the memo from the Chamber attached to the application, the Festival Council has recommended that the City limit mobile street vending during the parade to be exclusive to those who have registered with the festival. This issue has come up previously.

III. CURRENT SITUATION:

- A. Ordinance No. 90-193 prohibits street vendors.

Temporary Suspension of Street Vendor Ordinance

July 17, 2023

- B. To allow street vendors during the KeizerFEST Parade, a suspension of the Ordinance is required.

IV. ANALYSIS:

- A. **Strategic Impact** – This action is the same as the Council adopted in 2022.
- B. **Financial** – The financial impact of this request is none.
- C. **Timing** – Adoption of the attached suspension Resolution will allow street vendors from 7:00 a.m. to noon on the day of the KeizerFEST Parade (August 12, 2023) in any location.
- D. **Policy/Legal** – This is what is required to allow street vendors during the KeizerFEST Parade, but the attached Resolution still prohibits any interference with pedestrian, vehicular or parade traffic.

ALTERNATIVES:

- A. Adopt the attached Resolution allowing street vendors from 7:00 a.m. to noon on the day of the KeizerFEST Parade in any location. The Resolution would also prohibit any interference with pedestrian, vehicular or parade traffic.
- B. Revise the Ordinance Prohibiting Street Vendors to develop a process that would allow the mobile street vending during the parade to be exclusive to those who have registered with the festival. The issue of cost, authority to register, and authority to enforce such regulations would need to be reviewed and if Council wishes to look at this option for next year, you should direct staff accordingly. It would be difficult to work through these issues in time for this year's festival.
- C. Take No Action – Do not approve the Resolution. This option would not allow street vendors.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution R2023-____ authorizing a temporary suspension of the ordinance prohibiting street vendors.

ATTACHMENTS:

- Resolution R2023-____ Authorizing a Temporary Suspension of the Ordinance Prohibiting Street Vendors

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2023-_____

AUTHORIZING A TEMPORARY SUSPENSION OF THE
ORDINANCE PROHIBITING STREET VENDORS

WHEREAS, the City of Keizer adopted Ordinance 90-193 in December, 1990 which prohibits street vendors in the City of Keizer;

WHEREAS, the Ordinance allows for suspension of these regulations during a festival;

NOW, THEREFORE,

BE IT RESOLVED that a temporary suspension of the Ordinance prohibiting street vendors is hereby granted and street vendors will be permitted on Saturday, August 12, 2023 from 7:00 a.m. to noon.

BE IT FURTHER RESOLVED all vendors must have any necessary governmental permits and approvals.

BE IT FURTHER RESOLVED that at no time shall any person interfere with, impede or block pedestrian, vehicular or parade traffic in any manner whatsoever.

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

PASSED this _____ day of _____, 2023.

SIGNED this _____ day of _____, 2023.

Mayor

City Recorder



CITY COUNCIL MEETING: JULY 17, 2023

To: Mayor Clark and City Council Members

THRU: Adam Brown, City Manager

From: E. Shannon Johnson, City Attorney

SUBJECT: **VERDA AND CHEMAWA PUBLIC ART**

PROPOSED MOTION:

I move that the council rename the public art of Rosalie's Cows as Rosalie's Silly Cows.

I. SUMMARY:

At the last meeting, the renaming of Rosalie's Cows was brought up and Council directed staff to return with information for consideration.

II. BACKGROUND:

- A. The Keizer City Council adopted Ordinance 2020-813 an ordinance providing for public art and public murals, which repealed all previous ordinances (No. 2015-735 and No. 2017-767). Among other points, the ordinance assigns the following responsibilities:
 - 1. Under Sections 8 and 11, the City Council has responsibility for siting spaces for public art.
 - 2. Under Sections 3, 4, 5, and 6 the Keizer Public Art Commission (KPAC) has authority to take applications for public art by a property owner; receive an application from artist for placement of public art at the Keizer Community Center; receive applications for placement of public art at other locations; and develop specific policies and criteria to review art submissions.
- B. The Keizer City Council approved Resolution No. R2020-3060 adopting public art and public murals policies which repealed Resolution No. R2016-2741. The resolution included policies regarding installation and insurance of public art.
- C. Typically, art work is purchased as designed and named by the artist. KPAC

received permission to locate artwork in the circle at the crossroads of Verda Lane and Chemawa Road. The work was commissioned, and therefore different than purchasing already named work. The work commissioned by KPAC was four whimsical dancing cows of different colors. The artwork was commissioned to honor the historical presence of cows near Clagget Creek along Verda Lane.

- D. On June 6, 2022 KPAC reported to the City Council on the project. They reported that there were four cows with hula hoops painted in primary colors in the circle.
- E. The Keizer City Council amended the Ordinance to clarify naming responsibilities and a new Section 12 was added as follows:

Public Art owned by the City or being commissioned for the City may only be named by the Artist or, if the Artist does not name the Art, by the Keizer City Council.
- F. The Keizer City Council named the art at Verda and Chemawa “Rosalie’s Cows” at its April 3, 2023 meeting.
- G. The matter of renaming Rosalie’s Cows was brought up at the July 3, 2023 meeting and it is before you for consideration.

III. **CURRENT SITUATION:**

- A. Council directed staff to return with the matter of renaming Rosalie’s Cows. The Ordinance amendment indicates that the naming of Art that is owned or being commissioned by the City is either by the Artist, or if the Artist does not name the Art, by the Keizer City Council.
- B. The suggested name change is from Rosalie’s Cows to Rosalie’s Silly Cows.

IV. **ANALYSIS:**

- A. **Strategic Impact** – No Impact.
- B. **Financial** – None.
- C. **Timing** – No particular timing except prior to signage being made.
- D. **Policy/legal** – Ordinance 2020-813 as amended indicates that the Keizer City Council needs to rename the art if it chooses to do so.

V. **ALTERNATIVES:**

- A. Move that the council rename the public art to Rosalie’s Silly Cows

Verda & Chemawa Public Art

July 17, 2023

B. Take No Action – If no action is taken, the name will remain Rosalie’s Cows.

VI. RECOMMENDATION:

Staff recommends that council consider the renaming of the public art and take action if deemed appropriate.

Attachments:

None



CITY COUNCIL MEETING: JULY 17, 2023

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: E. Shannon Johnson, City Attorney

SUBJECT: **BUDGET COMMITTEE/PLANNING COMMISSION**

PROPOSED MOTION:

I move the City Council adopt Resolution R2023-___ Amending the City of Keizer Budget Committee; Amending Resolution R2013-2311.

AND

I move the City Council adopt Ordinance No. 2023-___ Amending the Ordinance Creating a Planning Commission; Amending Ordinance No. 2020-824; Declaring an Emergency.

I. SUMMARY:

State law requires local governments to have budget committees and planning commissions. The statute regarding budget committees prohibit “officers” of the City being members on the budget committee. Planning commissioners may be considered “officers”. Therefore, it is appropriate to prohibit volunteers from serving on both the budget committee and the planning commission at the same time.

II. BACKGROUND:

A. ORS 294.414(4) states as follows:

“Appointive members of the budget committee may not be officers, agents or employees of the municipal corporation.”

- B. Planning Commissions could be categorized as “officers” of the City.
- C. Therefore, amendments to the Planning Commission Ordinance and the Budget Committee Resolution to prevent a member from serving on both entities at the same time is appropriate.

III. **CURRENT SITUATION:**

- A. Ordinance No. 2020-824 (Planning Commission) and Resolution R2013-2311 (Budget Committee) do not currently prevent dual membership as described above. The Ordinance and Resolution are attached.
- B. ORS 294.414(4) prevent “officers” of the City from being members of the budget committee.
- C. Though there is some argument to the contrary, planning commissioners are likely to be defined as officers due to the fact that planning commissioners occasionally make final decisions. In that case, the members are exercising authority, not simply making recommendations to the Council. This fact may lead to the conclusion that planning commissioners are officers under the common law definition.

IV. **ANALYSIS:**

- A. **Strategic Impact** – None.
- B. **Financial** – None.
- C. **Timing** – These suggested amendments should be done soon to comply with state law.
- D. **Policy/legal** – To comply with ORS 294.414(4), it is appropriate to amend the planning commission ordinance and the budget committee resolution.

V. **ALTERNATIVES:**

- A. Adopt the attached Ordinance and Resolution to prevent dual membership on the budget committee and planning commission.
- B. Decline to adopt changes. This alternative is not recommended as it may appear counter to ORS 294.414(4).

VI. **RECOMMENDATION:**

By separate motions, adopt the ordinance and resolution amending the membership

Budget Committee/Planning Commission

July 17, 2023

requirements for the budget committee and planning commission. Please let me know if you have any questions. Thank you.

ATTACHMENTS:

- Resolution R2013-2311
- Ordinance No. 2020-824
- Resolution R2023-_____ Amending the City of Keizer Budget Committee; Amending Resolution R2013-2311
- Ordinance No. 2023-_____ Amending the Ordinance Creating a Planning Commission; Amending Ordinance No. 2020-824; Declaring an Emergency

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2013- 2311

ESTABLISHING CITY OF KEIZER BUDGET COMMITTEE

WHEREAS, the Keizer City Council formalized the establishment of the budget committee by Ordinance No. 93-264 on September 7, 1993;

WHEREAS, Ordinance No. 93-264 has been repealed;

WHEREAS, ORS 294.414 requires each municipal corporation to establish a budget committee;

WHEREAS, the City Council wishes to establish a budget committee as required;

WHEREAS, it is appropriate to reestablish such committee under the established format for Council committees;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City of Keizer Budget Committee is hereby established as outlined in Appendix "A", which is attached hereto and by this reference made a part hereof.

BE IT FURTHER RESOLVED that the terms of the current budget committee members shall continue without change.

PASSED this 22nd day of January, 2013.

SIGNED this 22nd day of January, 2013.


Mayer


City Recorder

Appendix "A"
City Council Committee

Name:	City of Keizer Budget Committee
Purpose:	The City of Keizer Budget Committee shall be the fiscal planning committee for the City of Keizer. The Committee will review and may revise a proposed budget according to Oregon Local Budget Law. The City of Keizer Budget Committee will encourage citizen involvement and provide public exposure to the budget to allow the taxpayers to have a better understanding of how their tax dollars are spent.
Membership:	The Committee shall consist of fourteen (14) voting members; seven (7) members comprised of the City Council and seven (7) citizen electors of the municipal corporation. The citizen electors shall be recommended as outlined by the City Council Rules of Procedure and shall be appointed by the Council. The Committee will be staffed by a non-voting staff liaison to be appointed by the City Manager.
Term of Office:	The appointed members of the City of Keizer Budget Committee will serve a three-year term. The terms for the appointed members shall be staggered so that not more than one-third of the appointed members will expire in the same year. The governing body members will serve throughout the period of their elected term.
Chair and Vice-Chair:	The Committee will elect a Chair and Vice-Chair at the first meeting of each calendar year. The Chair shall alternate between a member of the Council and an appointed member each year with the Vice-Chair being the complementary designation.
Meetings:	Members of the Committee shall establish a regular meeting date and shall meet as deemed necessary by the Chair. All meetings of the Committee shall follow Roberts Rules of Order Newly Revised and the Oregon Public Meeting Laws.
Attendance:	It is the duty of each member to attend at least 75% of the meetings each calendar year. When a member is unable to attend a meeting, the member shall notify the Chair. Members of the Committee may be removed by a two-thirds majority vote of the City Council.

A BILL

ORDINANCE NO.

2020- 824

FOR

AN ORDINANCE

CREATING A PLANNING COMMISSION; PROVIDING
FOR ITS COMPOSITION AND ORGANIZATION;
PROVIDING ITS POWERS AND DUTIES; **REPEAL OF
ORDINANCES 83-006, 2013-674, AND 2017-783**

The City of Keizer ordains as follows:

Section 1. KEIZER PLANNING COMMISSION; COMPOSITION; TERMS
AND VACANCIES.

A. The Keizer Planning Commission ("Commission") is hereby created. The Commission will have the powers and duties hereinafter set forth and such additional powers and duties as may be conferred on such Commission by the constitution and laws of the State of Oregon, by the Charter of the City of Keizer, or by Ordinances, Resolutions, or Orders of the City Council.

B. The Commission will consist of seven (7) voting members to be appointed as outlined by the City Council Rules of Procedure. No more than two voting members shall be engaged principally in the buying, selling or developing of real estate for profit as individuals, or be members of any partnership, or officers or employees of any corporation, that engages principally in the buying, selling or developing of real estate for profit. No more than one voting member shall be engaged in the same kind of occupation, business, trade, or profession. No more than one member shall be a non-

1 resident of the City of Keizer. The Mayor will appoint a non-voting Council liaison to
2 the Commission and shall make such announcement at a regularly scheduled Council
3 meeting. The Council may appoint a non-voting Youth liaison to the Commission
4 pursuant to the City Council Rules of Procedure. The Commission will be staffed by a
5 non-voting staff liaison to be appointed by the City Manager.

6 C. The term of office of the appointed members shall be three years, or until
7 their successors are appointed and qualified. The terms of office for appointed members
8 shall be staggered so that the term of office of not more than three will expire in the same
9 year. No appointive member shall serve more than two consecutive terms.
10 Notwithstanding the other provisions of this Section, the term for Commission members
11 appointed previously under Ordinance 83-006 shall continue in order to achieve the
12 proper staggering of terms.

13 D. The City Council shall fill any vacancy in the Commission by appointment
14 for the unexpired term of the predecessor in office. Such appointment shall not be
15 included for calculation of term limits referenced in Section 1(C).

16 E. Prospective members of the Commission may be required to qualify by
17 submitting a written application and/or appearing before the City Council or Volunteer
18 Coordinating Committee for a personal interview. Before entering upon the duties of a
19 Planning Commissioner, each Commission shall take an oath or shall affirm support for
20 the constitution and the laws of the United States and of the State of Oregon and that
21 each Commissioner will faithfully and impartially perform duties of that office.

1 F. The members of the Commission shall receive no compensation, but shall
2 be reimbursed for duly authorized expenses.

3 G. A member of the Commission may be removed by a two-thirds majority
4 vote of the City Council after hearing, for misconduct or nonperformance of duty.

5 Section 2. ORGANIZATION.

6 A. The Commission shall elect a chairman and vice chairman, who shall be
7 members appointed by the City Council and who shall hold office during the pleasure of
8 the Commission.

9 B. Four members appointed by the City Council shall at all times constitute a
10 quorum.

11 C. The Commission shall meet at least once each month and the regular
12 meeting place of the Commission shall be the City Hall. Upon a majority vote of the
13 members of the Commission present, a meeting may be canceled when deemed
14 appropriate. Notice of cancellation shall be posted at City Hall, on the City's web site
15 and social media sites, distributed to members of the media, and to citizens requesting
16 notice.

17 D. The Commission may make, establish and alter rules and regulations for its
18 government and procedures consistent with the laws of the State of Oregon and with the
19 Charter and Ordinances of the City of Keizer. Before any rules, amendments or
20 deletions become effective, the Commission must submit them to the City Council for
21 approval.

1 Section 3. MONTHLY REPORT TO COUNCIL. At the regular meeting in
 2 October each year, the Commission shall make a rotation schedule of members to appear
 3 before the City Council each month. The Commission representative will appear at a
 4 City Council meeting during the appointed month to give a verbal report on the
 5 transactions of the Commission for the preceding month.

6 Section 4. POWERS AND DUTIES. Except as otherwise provided by the
 7 City Council, the Planning Commission may:

8 A. Recommend and make suggestions to the Council and to other public
 9 authorities concerning:

- 10 a. The laying out, widening, extending and locating of public
- 11 thoroughfares, parking of vehicles, relief of traffic congestion;
- 12 b. Betterment of housing and sanitation conditions;
- 13 c. Establishment of districts for limited the use, height, area, bulk and
- 14 other characteristics of buildings and structures related to land development;
- 15 d. Protection and assurance of access to incident solar radiation; and
- 16 e. Protection and assurance of access to wind for potential future
- 17 electrical generation or mechanical application.

18 B. Recommend to the Council and other public authorities plans for
 19 regulating the future growth, development and beautification of the City in respect to its
 20 public and private buildings and works, streets, parks, grounds and vacant lots, and plans
 21 consistent with future growth and development of the City in order to secure to the City

1 and its inhabitants sanitation, proper service of public utilities and telecommunications
2 utilities, including appropriate public incentives for overall energy conservation and
3 harbor, shipping and transportation facilities.

4 C. Recommend to the Council and other public authorities plans for
5 promotion, development and regulation of industrial and economic needs of the
6 community in respect to industrial pursuits.

7 D. Advertise the industrial advantages and opportunities of the City and
8 availability of real estate within the City for industrial settlement.

9 E. Encourage industrial settlement within the City.

10 F. Make economic surveys of present and potential industrial needs of the
11 City.

12 G. Study needs of local industries with a view to strengthening and
13 developing them and stabilizing employment conditions.

14 H. Do and perform all other acts and things necessary or proper to carry out
15 the provisions of ORS 227.010 to 227.170, 227.175 and 227.180.

16 I. Study and propose such measures as are advisable for motion of the public
17 interest, health, morals, safety, comfort, convenience and welfare of the City and of the
18 area within six miles thereof.

19 J. For the purposes of this Section:

20 a. "Incident solar radiation" means solar energy falling upon a given
21 surface area.

1 b. “Wind” means the natural movement of air at an annual average
2 speed measured at a height of 10 meters of at least eight miles per hour.

3 Section 5. REPEAL OF ORDINANCES NO. 83-006, 2013-674, AND 2017-
4 783. Ordinance No. 83-006 (Ordinance Creating a Planning Commission; Providing for
5 its Composition and Organization; Proving its Powers and Duties), Ordinance No. 2013-
6 674 (Amending the Ordinance Creating a Planning Commission), and Ordinance No.
7 2017-783 (Amending the Ordinance Creating a Planning Commission) are hereby
8 repealed in their entireties upon the effective date of this Ordinance.

9 Section 6. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days
10 after its passage.


11 PASSED this 5th day of October, 2020.

12 SIGNED this 5th day of October, 2020.

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Mayor



City Recorder

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2023-_____

AMENDING THE CITY OF KEIZER BUDGET COMMITTEE;
AMENDING RESOLUTION R2013-2311

WHEREAS, ORS 294.414 requires each municipal corporation to establish a budget committee;

WHEREAS, the Keizer City Council formalized the establishment of the budget committee by Ordinance No. 2013-2311;

WHEREAS, the City Council wishes to amend a membership requirement for the budget committee;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that Resolution No. R2013-2311 is hereby amended by replacement of Appendix "A" with the attached Appendix "A", and by this reference made a part hereof.

BE IT FURTHER RESOLVED that the terms of the current budget committee members shall continue without change.

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

PASSED this _____ day of _____, 2023.

SIGNED this _____ day of _____, 2023.

 Mayor

 City Recorder

Appendix "A"
City Council Committee

Name:	City of Keizer Budget Committee
Purpose:	The City of Keizer Budget Committee shall be the fiscal planning committee for the City of Keizer. The Committee will review and may revise a proposed budget according to Oregon Local Budget Law. The City of Keizer Budget Committee will encourage citizen involvement and provide public exposure to the budget to allow the taxpayers to have a better understanding of how their tax dollars are spent.
Membership:	The Committee shall consist of fourteen (14) voting members; seven (7) members comprised of the City Council and seven (7) citizen electors of the municipal corporation. The citizen electors shall be recommended as outlined by the City Council Rules of Procedure and shall be appointed by the Council. A member may not serve as a member of the Keizer Planning Commission at the same time. The Committee will be staffed by a non-voting staff liaison to be appointed by the City Manager.
Term of Office:	The appointed members of the City of Keizer Budget Committee will serve a three-year term. The terms for the appointed members shall be staggered so that not more than one-third of the appointed members will expire in the same year. The governing body members will serve throughout the period of their elected term.
Chair and Vice-Chair:	The Committee will elect a Chair and Vice-Chair at the first meeting of each calendar year. The Chair shall alternate between a member of the Council and an appointed member each year with the Vice-Chair being the complementary designation.
Meetings:	Members of the Committee shall establish a regular meeting date and shall meet as deemed necessary by the Chair. All meetings of the Committee shall follow Roberts Rules of Order Newly Revised and the Oregon Public Meeting Laws.
Attendance:	It is the duty of each member to attend at least 75% of the meetings each calendar year. When a member is unable to attend a meeting, the member shall notify the Chair. Members of the Committee may be removed by a two-thirds majority vote of the City Council.

A BILL

ORDINANCE NO.
2023-_____

FOR

AN ORDINANCE

AMENDING THE ORDINANCE CREATING A PLANNING
COMMISSION; **AMENDING ORDINANCE NO. 2020-824;**
DECLARING AN EMERGENCY

The City of Keizer ordains as follows:

Section 1. AMENDMENT OF ORDINANCE NO. 2020-824. Ordinance No.

2020-824 (An Ordinance Creating a Planning Commission; Providing for its
Composition and Organization; Providing its Power and Duties) is hereby amended at
Section 1(B) as follows:

B. The commission will consist of seven (7) voting members to be appointed as outlined by the City Council Rules of Procedure. No more than two voting members shall be engaged principally in the buying, selling or developing of real estate for profit as individuals, or be members of any partnership, or officers or employees of any corporation, that engages principally in the buying, selling or developing of real estate for profit. No more than one voting member shall be engaged in the same kind of occupation, business, trade, or profession. No more than one member shall be a non-resident of the City of Keizer. No member may serve as a member of the Keizer Budget Committee at the same time. The Mayor will appoint a non-voting Council liaison to the Commission and make such announcement at a regularly scheduled Council meeting. The Council may appoint a non-voting Youth liaison to the Commission pursuant to the City Council Rules of Procedure. The Commission will be staffed by a non-voting staff liaison to be appointed by the City Manager.

1 Section 2. TERMS. The terms of the current Planning Commission members
 2 shall continue without change.

3 Section 3. EFFECTIVE DATE. This Ordinance being necessary for the
 4 immediate preservation of the public health, safety and welfare, an emergency is
 5 declared to exist and this Ordinance shall take effect upon its passage.

6 PASSED this _____ day of _____, 2023.

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8 SIGNED this _____ day of _____, 2023.

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 Mayor

 City Recorder



CITY COUNCIL MEETING: JULY 17, 2023

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: Tim Wood, Assistant City Manager

SUBJECT: **SALEM SEWER SYSTEM DEVELOPMENT CHARGE FOR WASTEWATER TREATMENT FACILITIES**

PROPOSED MOTION:

"I move the City Council adopt Resolution R2023-____ establishing the amount of the sewer system development charge for wastewater treatment facilities; repealing Resolution R2022-3311.

I. SUMMARY:

The City entered into an Intergovernmental Agreement (IGA) with the City of Salem relating to wastewater treatment. Pursuant to the IGA, the City agreed to adopt the City of Salem's sewer system development charge for wastewater treatment facilities. The City of Salem has provided the new charge of \$375 effective July 1, 2023.

II. BACKGROUND:

- A. In 2009, the City entered into an IGA with the City of Salem relating to wastewater treatment.
- B. The City agreed to adopt the City of Salem's sewer system development charge for wastewater treatment facilities.
- C. The charge is essentially a "pass through" to Salem.
- D. This charge is separate from the transmission sewer SDC collected by Keizer for construction of new sewer lines.

Salem Sewer System Development Charge

July 17, 2023

- E. It is appropriate to repeal Resolution R2022-3311 and adopt the City of Salem's 2023 charge as contemplated under the IGA.
- F. State law requires that all fees be adopted by the City Council and that public comment be accepted.
- G. There is no requirement for a formal public hearing, but the Mayor must ask if any party wants to provide comment.

III. CURRENT SITUATION:

- A. The City is currently collecting \$351, the 2022-2023 charges under the IGA.
- B. The City needs to collect \$375, the 2023-2024 charges under the IGA.

IV. ANALYSIS:

- A. **Strategic Impact** – None
- B. **Financial** – This is essentially a “pass-through” to Salem
- C. **Timing** – Adoption of the 2023-2024 charges will allow the City to collect the correct amount under the IGA.
- D. **Policy/legal** – State law requires that all fees be adopted by the City Council and that public comment be accepted.

ALTERNATIVES:

- A. Adopt the attached Resolution establishing the 2023-2024 amount under the IGA
- B. Take No Action – The City will continue to collect the 2022-2023 amount.

RECOMMENDATION:

Staff recommends that the City Council allow for public comment and unless there are objections or questions, adopt the attached Resolution.

ATTACHMENTS:

- Resolution R2023-_____

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2023-_____

ESTABLISHING THE AMOUNT OF THE SEWER SYSTEM
DEVELOPMENT CHARGE FOR WASTEWATER
TREATMENT FACILITIES; **REPEALING RESOLUTION
R2022-3311**

WHEREAS, the City Council adopted Resolution R2022-3311 establishing the
sewer system development charge for wastewater treatment facilities;

WHEREAS, the City of Keizer entered into an Intergovernmental Agreement
with the City of Salem for wastewater treatment in 2009;

WHEREAS, pursuant to such Intergovernmental Agreement, the City agreed to
adopt the City of Salem sewer system development charge for wastewater treatment
facilities;

WHEREAS, it is appropriate to repeal Resolution R2022-3311 and adopt the
City of Salem's 2023 sewer system development charge for wastewater treatment
facilities effective July 1, 2023;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that effective July
1, 2023 the sewer system development charges for wastewater treatment facilities on
properties with a ¾" meter or less set by the City of Salem are hereby adopted as
follows:

Sanitary Sewer Connection Fee	\$ 54.00
SDC-Sewer Reimbursement	\$ 55.00

1	SDC-Sewer Improvement	\$122.00
2	SDC-Sewer Compliance	\$139.00
3	Automation Surcharge	<u>\$ 5.00</u>
4	Total	\$375.00

5

6 BE IT FURTHER RESOLVED the Resolution R2022-3311 (Establishing the

7 Amount of the Sewer System Development Charge for Wastewater Treatment

8 Facilities) is hereby repealed in its entirety.

9 BE IT FURTHER RESOLVED that this Resolution shall take effect

10 immediately upon the date of its passage.

11 PASSED this _____ day of _____, 2023.

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13 SIGNED this _____ day of _____, 2023.

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Mayor

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City Recorder



CITY COUNCIL MEETING: JULY 17, 2023

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: Tim Wood, Assistant City Manager

SUBJECT: **LEAGUE OF OREGON CITIES (LOC) FOUNDATION - DONATION**

PROPOSED MOTION:

"I move that the City Council designate \$500 of the City Council expenditure line in the Administrative Services Fund's 2023-24 Adopted budget as a donation to the LOC Foundation."

I. SUMMARY:

The LOC Foundation was established in 2005 to raise money in support of city officials in Oregon. The Foundation is funded solely by donations from cities and individuals and operates on an annual budget of approximately \$10,000. The LOC Foundation's mission is to:

1. Generate timely and accurate data and information for cities;
2. Help officials from cities that are members of LOC to acquire knowledge, sharpen skills and develop professionally through the LOC annual conference, professional association conferences and trainings, and through specialized training workshops for city officials; and
3. Other acts as may be necessary.

The Foundation accomplishes this purpose by providing scholarships to city officials to attend the LOC Annual Conference, the Oregon Mayors Association Annual Conference and to attend various LOC trainings throughout the year.

II. BACKGROUND:

- A. The City is a member of the League of Oregon Cities
- B. The City pays approximately \$33,200 in membership dues to LOC during Fiscal Year 2023-24.

III. CURRENT SITUATION:

- A. The City Council expenditure line item for Fiscal Year 2023-24 has \$14,000 in appropriations available.
- B. The City Council expenditure line is to provide for five council members to attend the fall League of Oregon Cities conference and the Mayor to attend the annual Mayor's Association Conference.

IV. ANALYSIS:

- A. **Strategic Impact** – None
- B. **Financial** – This motion will designate \$500 of the City Council expenditure line item in the Administrative Services Fund.
- C. **Timing** – Not Applicable
- D. **Policy/legal** – Charitable donations require authorization by the City Council.

ALTERNATIVES:

- A. Make a motion designating \$500 of the City Council expenditure line item in the Administrative Services Fund as a donation to the League of Oregon Cities.
- B. Take No Action – The City will not contribute to the LOC Foundation.

RECOMMENDATION:

Staff recommends that the City Council deliberate and act as deemed necessary.

ATTACHMENTS:

Not applicable



CITY COUNCIL MEETING: JULY 17, 2023

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: Tim Wood, Assistant City Manager

SUBJECT: **AUTHORIZING THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH CENTURYLINK COMMUNICATIONS, LLC D/B/A LUMEN TECHNOLOGIES GROUP FOR FIBER INTERNET SERVICE**

PROPOSED MOTION:

I move the City Council approve Resolution R2023-_____ Authorizing the Finance Director to enter into an agreement with CenturyLink Communications, LLC d/b/a Lumen Technologies Group for Fiber Internet Service.

I. SUMMARY:

In August 2020 the City entered into an agreement with CenturyLink Communications, LLC for fiber internet service. The original agreement expires in August 2023 and the City would like to renew the agreement.

II. BACKGROUND:

- A. The City entered into an agreement with CenturyLink Communications, LLC for fiber internet service in August 2020.
- B. The original agreement had a three-year term and expires in August 2023.
- C. The agreement provided for monthly payments of \$339.00.

III. CURRENT SITUATION:

- A. The City has received a renewal order form from Lumen Technologies Group for an additional three-year period.

- B. The renewal provides for monthly payments of \$339.
- C. The City contracted with SpyGlass Group LLC to review the City's telephone and internet service providers. SpyGlass Group LLC didn't advise changing internet service providers as the City was already receiving a competitive rate.

IV. **ANALYSIS:**

- A. **Strategic Impact** – Not Applicable
- B. **Financial** – The financial impact of this renewal is \$339 per month or \$4,068 per year and is included in the Fiscal Year 2023-24 City of Keizer Adopted Budget.
- C. **Timing** – The existing fiber internet service agreement expires in August 2023.
- D. **Policy/legal** – The agreement requires City Council approval as the term of the agreement is in excess of two years.

ALTERNATIVES:

- A. Enter into an agreement with Lumen Technologies Group
- B. Take No Action – The City will need to identify an alternate internet provider.

RECOMMENDATION:

Staff recommends that the City Council approve Resolution R2023-____ Authorizing the Finance Director enter into an agreement with CenturyLink Communications, LLC d/b/a Lumen Technologies Group for Fiber Internet Service.

ATTACHMENTS:

- Resolution 2023-____ - Authorizing the Finance Director to enter into an agreement with CenturyLink Communications, LLC d/b/a Lumen Technologies Group for Fiber Internet Service.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2023-_____

AUTHORIZING THE FINANCE DIRECTOR TO ENTER INTO AN
 AGREEMENT WITH CENTURYLINK COMMUNICATIONS, LLC D/B/A
 LUMEN TECHNOLOGIES GROUP FOR FIBER INTERNET SERVICE

WHEREAS, the City has been utilizing CenturyLink for its internet service
 provider;

WHEREAS, the City contracted with SpyGlass Group LLC to review the City's
 telephone and internet service providers and SpyGlass Group LLC did not advise
 changing internet service providers as the City was already receiving a competitive rate;

WHEREAS, the Council has reviewed the matter and determined that it is
 appropriate to enter into an agreement with Lumen for fiber internet services;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Finance
 Director is authorized to sign the attached agreement with Lumen for fiber internet
 services.

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

PASSED this _____ day of _____, 2023.

SIGNED this _____ day of _____, 2023.

 Mayor

 City Recorder

Renewal Order Form

Customer Name: CITY OF KEIZER - OR
BusOrg ID: 3-A62305
Transaction ID: 181055-36-01
Requestor: Browning, Clint (Clint)
Customer Contact: Bill Hopkins

Billing Account Number: 5-B5DQDB3Z

Currency: USD

A Location Address (SCID)	Z Location Address (SCID)	Line Item Description	Product	PIID	SCID	New Service Term (Months)	Current Burstable	New Burstable	Current MRC	New MRC
930 CHEMAWA RD NE RM TELCO, KEIZER, OR, UNITED STATES, 97303		Fiber+ Data Only	WAN	ETH1000- 24107264	PK20937842	36			339.00	339.00
									339.00	339.00

Summary of Monthly Recurring Charges

Billing Account Number: 5-B5DQDB3Z

Currency: USD

Total New MRC: 339.00

Terms and Conditions

1. "Lumen" is defined for purposes of this renewal Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this renewal Order. This confidential renewal Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in Section 2. Customer places this renewal Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this renewal Order and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified. The Services in this renewal Order are renewed subject to the service agreement(s) and applicable Service Exhibit(s)/Service Schedule(s) between Lumen and Customer (or its affiliate if expressly provided for under such affiliate service agreement) governing the Service(s) during their current Service Term ("Existing Agreement"), to the extent not in conflict with these terms. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 days' written notice. If Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen early termination liability charges equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for months 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service under this Agreement.
2. Customer-signed renewal Order must be received and processed by Lumen at least 15 calendar days prior to the start of the next full invoice cycle for the rates and New Service Term to be effective on that following invoice. Otherwise, rates and New Service Term will be effective as of the second full monthly invoice for such Services following receipt by Lumen. Acceptance of this renewal Order will be evidenced by Lumen's implementation of rates or New Service Term set forth in this renewal Order. Until Lumen accepts this renewal Order, Customer's pricing for existing Services will continue to be governed by the Existing Agreement, and Customer will pay any charges that are accrued but unpaid under the Existing Agreement.
3. Your existing service configurations (e.g., bandwidth, port type, seat type, and maintenance option) will remain the same, and Lumen's internal records will control for purposes of determining your configurations. The Lumen entity providing Services is identified on the invoice. If your Existing Agreement has a minimum service period, then the minimum service periods for existing Services will not carry forward.
4. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary, or punitive damages arising out of the performance or failure to perform under this renewal Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.
5. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.
6. Unless otherwise set forth in a Service Attachment, Customer will pay the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees.
7. If your network service utilizes TDM access, then the following apply: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected Service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM Services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected Service on a month-to-month basis or (ii) terminate the affected Service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected Service will continue to be provided at the rates set forth in the Rerate Notice.

Customer Name: _____

Customer Signature: _____

Date: _____

Renewal Pricing Expires On: 31-Jul-23



CITY COUNCIL MEETING: JULY 17, 2023

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: Bill Lawyer, Public Works Director

SUBJECT: **AUTHORIZING CITY MANAGER TO ENTER INTO A PIPE CLEANING
AND TV INSPECTION SERVICES CONTRACT**

PROPOSED MOTION:

"I move the City Council adopt Resolution R2023-___ Authorizing the City Manager to Sign Pipe Cleaning and Television Inspection Services Contract with Pacific Int-R-Tek."

I. SUMMARY:

The City has a need for a contractor to provide pipe cleaning and tv inspection services for the storm drainage system citywide. These services provide invaluable knowledge of the condition of the storm drainage system and is a vital source of information when determining where infrastructure failures are occurring or will occur.

II. BACKGROUND:

- A. The City has had a contract for these services with Pacific Int-R-Tek in the past.
- B. A request for proposals was required due to the City's purchasing policy requirements.

III. CURRENT SITUATION:

- A. The City issued a request for proposals for these services in March 2023. Four proposals were received and evaluated and the evaluation committee was unable to make a recommendation to the City Council.
- B. The City issued a new request for proposals in May 2023 and received six qualified proposals.

- C. The proposals were reviewed and scored by the evaluation committee with Pacific Int-R-Tek receiving the highest score.

IV. **ANALYSIS:**

- A. **Strategic Impact** – N/A
- B. **Financial** – The fee schedule for these services is consistent with the previous contract amounts. The total annual cost for these services is capped at \$120,000.00 for the initial year of the contract.
- C. **Timing** – The City currently has no contract to provide these needed services.
- D. **Policy/legal** – In accordance with the City’s purchasing policy the agreement must be authorized by the City Council as the contract amount is greater than \$25,000 and the term is longer than two years.

V. **ALTERNATIVES:**

- A. Authorize the City Manager to enter into a Pipe Cleaning and TV Inspection Services contract with Pacific Int-R-Tek.
- B. Take No Action – City staff would need to purchase equipment and add staffing to perform these services.
- C. Do not perform pipe cleaning and tv inspection of the storm drainage system.

VI. **RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to enter into a Pipe Cleaning and TV Inspection Services Contract with Pacific Int-R-Tek.

ATTACHMENTS:

- Resolution R2023_____ - Authorizing the City Manager to Sign Pipe Cleaning and Television Inspection Services Contract with Pacific Int-R-Tek.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2023-_____

AUTHORIZING THE CITY MANAGER TO SIGN PIPE
CLEANING AND TELEVISION INSPECTION CONTRACT WITH
PACIFIC INT-R-TEK

WHEREAS, the pipe cleaning and television inspection contract with Pacific Int-R-Tek expired on June 30, 2023;

WHEREAS, a Request for Proposals was distributed by the City on March 10, 2023 and four proposals were received;

WHEREAS, the City's evaluation committee determined that it was unable to make a recommendation to the City Council and wanted to restart the process;

WHEREAS, on May 18, 2023 a letter to the four proposers was sent rejecting all the proposals;

WHEREAS, a Request for Proposals was distributed by the City on May 24, 2023 and six proposals were received;

WHEREAS, the City's evaluation committee determined that Pacific Int-R-Tek submitted the best proposal and recommends that Council authorize the City Manager to sign a contract with Pacific Int-R-Tek;

WHEREAS, the City and Pacific Int-R-Tek have negotiated the terms for providing pipe cleaning and television inspection work;

NOW, THEREFORE,

1 BE IT RESOLVED by the City Council of the City of Keizer that the City
 2 Manager is hereby authorized to enter into the attached agreement with Pacific Int-R-
 3 Tek for a total cost not to exceed \$120,000 for the initial year of the contract. Funding
 4 for this project is from the Storm Water Fund.

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

7 PASSED this _____ day of _____, 2023.

8
 9 SIGNED this _____ day of _____, 2023.

10
 11
 12
 13
 14
 15
 16

 Mayor

 City Recorder

PIPE CLEANING AND
TELEVISION INSPECTION CONTRACT

PARTIES:

CITY OF KEIZER, an Oregon
Municipal corporation

(hereinafter "City")

PACIFIC INT-R-TEK

(hereinafter "Contractor")

Based on the mutual promises and consideration expressed herein, the parties agree as follows:

A. TERM AND GENERAL INFORMATION

1. Unless extended as set forth herein, the term of this Contract shall be from the date of written Notice to Proceed to June 30, 2026.
2. The City and Contractor may extend the Contract for two additional two (2) year terms, upon review of fees, performance and services, and upon mutual written consent of the parties.
3. The City has approximately 30,000 to 40,000 linear feet of pipe to be cleaned and inspected each fiscal year, with diameters ranging from 6 to 60 inches. The actual footage to be completed by Contractor each fiscal year is dependent on contract price and budget approval. The total amount paid for the actual linear feet cleaned and inspected for the initial fiscal year (2023-2024) of this Contract will not exceed \$120,000.00. City will notify Contractor no later than June 30 each year of the maximum budgeted amount to be paid for the next fiscal year.

B. SCOPE OF WORK

1. GENERAL

- a. City will provide Contractor access to Public Works GIS for viewing digital maps with stormwater pipes and structures marked and labeled. These digital maps will be the basis for the identification of individual pipe segment runs, and pipe ID numbers. Pipe segments and ID numbers shall be identified on the video and

on any written reports, using UIC and pipe ID numbers labeled on the map, as directed by City. Contractor understands and agrees that Contractor should make an effort to complete the work on one map before beginning work on another map, unless the City directs otherwise in writing. No payment will be authorized for partial work unless written authorization is granted by City or this Contract is terminated.

b. Contractor (and any subcontractors retained by Contractor to complete any aspect of the work described herein) will comply with all city, state and federal rules, regulations and laws including, but not limited to laws established to protect water quality and endangered species, as well as all OSHA regulations applicable to the work being performed (i.e., confined spaces). Contractor shall follow all City best management practices for reducing stormwater pollution during the course of the work.

c. Contractor will be responsible for all traffic control needed to perform this work. All traffic control measures shall comply with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD).

d. Contractor shall attend a conference with City prior to beginning work and once each year thereafter. Contractor or City may request meetings as needed to discuss project progress or any issues that might need attention.

e. Contractor (or subcontractors secured by Contractor) will supply and maintain all equipment necessary to accomplish this work.

2. PIPE CLEANING

a. Contractor shall thoroughly clean all pipe segments to provide a clear and unobstructed 360 degree view of pipe, before television inspection work is performed.

b. In the event that a line is not fully clean at the time of television inspection (providing a 360 degree view of pipe) Contractor may be requested to re-clean the line prior to inspection at Contractor's expense.

c. In the event that a line is found broken or unusually dirty (requiring more than three full passes with the jet truck), Contractor shall immediately notify City before taking further cleaning action. City may, at its discretion, choose to: 1) stop cleaning work on that section of pipe, have Contractor televise the line, and pay Contractor for the cleaning work at the cost per foot as outlined in Section J; or 2) City may finish cleaning the line itself; or 3) Instruct Contractor to continue cleaning the line at \$295.00 per hour until the pipe is clean enough to television inspect.

d. In the event that a line requires cleaning by confined entry staffing or hand removal of sediment, Contractor shall immediately notify City before proceeding. City may, at its discretion, choose to stop work on that section of pipe and pay Contractor for the cleaning work at the cost per foot as outlined in Section J, or may choose to clean the line using City staff, or may instruct Contractor to continue cleaning the line using confined entry staffing at the additional \$90.00 per hour rate.

e. Contractor shall be responsible for the proper removal and disposal of all line cleaning debris. Contractor shall be responsible for securing a lawful disposal location which Contractor shall disclose to City. City shall reimburse Contractor for debris disposal as outlined in Section J. Decanting of liquids from cleaning truck shall be performed to minimize dumping frequency.

f. City shall provide water for line cleaning at the water fill station located at 4975 Rickman Road at no cost to Contractor.

g. Contractor understands that it is not authorized to perform any work that will incur costs outside the per-foot rate and dump fees unless specifically authorized in writing by City.

3. TELEVISED INSPECTION

a. Contractor agrees that lines shall be televised no faster than one foot per second. Footages must be measured from beginning of pipe to end of pipe, accurate to nearest 1/10th foot. Contractor agrees that all video and paper reports must contain the pipe ID number.

- b. Contractor understands that all pipe or structure defects require Contractor to stop camera, pan-n-tilt, and pause to take a photograph to provide the clearest possible view of the defect. Contractor understands that video shall also be taken before entering the starting structure to show the surrounding area as a visual confirmation of starting structure location. Contractor also agrees that pictures shall also be taken to record any significant defects in manholes or other entrance structures.
- c. Contractor represents that its staff is knowledgeable in identification of pipe defects and illegal pipe connections.
- d. Contractor is responsible to TV inspect all lines thoroughly. If for any reason Contractor cannot complete a segment due to pipe conditions, Contractor will immediately set up from the opposite end of the pipe segment if accessible, and attempt to TV inspect the remaining pipe to the match point.
- e. Contractor must provide a minimum of the following for each TV inspection:
 - i. One (1) paper copy TV Report per line with defects described, with associated footage, and screen shots of all significant defect stapled to the paper TV report. The pipe will be identified using pipe ID's on the City-provided map and the address of the tax lot or intersection closest to the initial structure entered to make the run.
 - ii. One (1) flash drive or other digital format, with TV Report file, Videos, and associated Video Log identifying each pipe segment TV'ed, the date and footage TV'ed and notes describing significant defects.
- f. All electronic and hard copy reports will be submitted to City, to be reviewed for accuracy and completeness. If there are missing or inaccurate items, these will be brought to the attention of the Contractor and Contractor will remedy the missing or inaccurate items.
- g. Contractor may be required to do additional TV work at the request of the City. Contractor and City agree that Contractor will perform this additional work as requested by the City from time to

time under the same conditions and at the rate as established under the terms of this contract.

C. EQUIPMENT SPECIFICATIONS

1. Contractor represents that it has the following required equipment:
 - a. Television Camera – Industry standard sewer color pan-n-tilt, digital format.
 - b. Proper camera equipment and track systems capable of televising from 6" pipe up to 60" pipe.
 - c. Camera equipment that is able to deal with high humidity conditions while preserving a clear picture.
 - d. Track system that is capable of reading footage accurately to the nearest 1/10th foot, and give readout of footage on video.
 - e. Picture quality on all video shall display a clear identifiable picture as determined by City in its sole discretion. Video must show pipe ID, date, time, and line footage at all times.
 - f. Pipeline assessment certification program (PACP) (or equivalent) software.
2. Contractor shall use the type of camera which provides the best picture quality and lighting for the clearance requirements of the size of pipe being inspected. A 'push camera' shall not be used except when all larger sized cameras have been considered and found impracticable based on the pipe diameter and entrance structure configuration.
3. Contractor agrees that all motor vehicles must be properly registered and insured in accordance with motor vehicle laws of Oregon.
4. Contractor agrees that all equipment must be in good working condition and kept that way throughout the life of the Contract.
5. Contractor agrees that all equipment must conform to all federal, state, and local safety regulations.

D. WORKMANSHIP

1. No payment will be made until videos, DVD/flash drive logs and other documentation has been reviewed and the work deemed accurate and complete. If there are missing or inaccurate items, these will be brought to the attention of the Contractor for remedy.
2. The Contractor shall, at all times, use best industry practices and will be responsible to make adjustments to the equipment as directed by the City.
3. If Contractor fails to perform the work in the manner specified herein, or if Contractor fails to comply with the scheduled frequency for the performance of any part of the work, City may, at its option, take the following actions:
 - a. Notify Contractor of the problem (failure to perform or unsatisfactory performance).
 - b. Give Contractor twenty-four (24) hours to correct the problem to City's satisfaction.
 - c. If the problem has not been corrected by the end of the twenty-four (24) hour period, City may correct the problem, record the cost for correcting the problem, and deduct the cost from any outstanding amounts earned by, but not yet paid to Contractor.
 - d. If Contractor fails to perform three (3) or more times according to the terms of this Contract, City may at its discretion terminate this Contract upon seven (7) calendar days written notice to Contractor.

E. TECHNICAL REQUIREMENTS

1. Contractor shall exercise all reasonable care and diligence in performing the work. Contractor shall take all actions necessary to prevent any spilling, scattering, or dropping of refuse through work activities. If any debris or refuse is spilled, Contractor shall immediately clean up such spills.
2. City shall verbally contact Contractor to forward any citizen or third party complaints which relate to Contractor's operations. Upon the receipt of a complaint, Contractor shall investigate and resolve the complaint with the complainant if possible. Contractor

will then notify City of the action taken within forty-eight (48) hours.

F. CITY'S OBLIGATIONS

1. City will provide Contractor access to Public Works GIS for viewing digital maps showing stormwater pipes and structures marked and labeled.
2. City will not provide or maintain disposal sites for dumping debris picked up by the Contractor.
3. City will provide water for line cleaning at the water fill station located at 4975 Rickman Road in Keizer, at no cost to Contractor.

G. CONTRACTOR'S OBLIGATIONS

1. Contractor must be able to meet all requirements of this project.
2. Contractor will provide fuel and maintenance for all vehicles and equipment.
3. Contractor must have a supervisor or responsible person available at all times to direct operations. This supervisor or responsible person will report to City or its designee any problems that occur.
4. Contractor agrees not to sublet or assign this Contract in whole or in part without the prior written authorization of City.
5. Contractor is responsible for disposing of debris. Contractor must disclose the location to City.

H. BREACH OF CONTRACT

If Contractor cancels this Contract or materially breaches this Contract before substantially performing under the terms of this Contract, then the parties agree that Contractor shall receive no further payment from City and Contractor shall pay to City as damages for its cancellation or breach of this Contract the sum of \$5,000.00 which the parties have negotiated

recognizing the difficulty of accurately estimating the harm to City caused by Contractor's prospective breach and which sum the parties have negotiated and determined to be reasonable compensation to City for that harm.

I. ENFORCEMENT PROVISIONS

In the event that either party is required to employ an attorney to enforce the provisions of this Contract, the other party agrees to pay reasonable costs of enforcement, including attorney fees, and if either party is required to maintain any suit, action or proceeding upon this Contract or if any appeal is taken therefore, the prevailing party shall be entitled to recovery, in addition to such other sum of money or performance due hereunder, such sums as the Court may adjudge reasonable as attorney fees in said suit, actions, proceeding or appeal plus the costs and disbursement awarded therein.

J. PAYMENT

City shall pay Contractor as follows:

\$2.47 per lineal foot of inspected 6-12" diameter pipe that Contractor cleaned and televised. This price includes up to 3 passes with jet truck.

\$2.60 per lineal foot of inspected 13-20" diameter pipe that Contractor cleaned and televised. This price includes up to 3 passes with jet truck.

\$2.86 per lineal foot of inspected 21-30" diameter pipe that Contractor cleaned and televised. This price includes up to 3 passes with jet truck.

\$3.35 per lineal foot of inspected over 30" diameter pipe that Contractor cleaned and televised. This price includes up to 3 passes with jet truck.

Hourly rate of \$295.00 for City authorized cleaning work beyond three cleaning passes.

Additional labor rate of \$90.00 hour for extra labor as authorized by City for confined entry staffing or hand removal of debris.

Dump fees shall be paid as follows: Actual cost plus 10%. Contractor must provide proof of actual cost with invoice. In addition, City shall pay Contractor \$405.00 transportation fee for each load of debris dumped.

Flagging fees shall be paid only when City authorized as follows: Actual cost plus 10%. Contractor must provide proof of actual cost with invoice.

Standby rates if requested by City shall be paid as follows: \$295.00 per hour for jet truck/operator and \$265.00 per hour for TV van/operator.

K. PAYMENT SCHEDULE

Contractor will submit an invoice to City indicating the linear feet cleaned, televised, and inspected and clearly identifying which DVDs and/or line segments are being requested for payment. Each invoice shall be itemized indicating each type of charged activity as outlined in Section J. This invoice is in addition to the submittal of quarterly TV Books (DVD/flash drive logs, etc. compiled into binder groups). City shall pay Contractor within thirty (30) days of receipt of invoice, provided that all work submitted for payment has been verified as accurate and complete.

L. LIABILITY INSURANCE REQUIREMENTS

Contractor shall procure and maintain at its own expense, during the life of this Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of City for adequacy of protection and shall include a provision preventing cancellation without ten (10) day's prior notice to City in writing. Contractor must provide the City with a certificate of insurance evidencing the insurance and an additional insured endorsement within five (5) days from Contractor's execution of this Contract. The certificate of insurance must include the following language: "The City of Keizer, its officers, agents, contractors, and employees are named as additional insured." The liability insurance required is as follows:

1. Contractor's General Public Liability and Property Damage Insurance issued to Contractor and protecting Contractor from all claims for personal injury including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by Contractor or by any subcontractor, or anyone directly or indirectly employed by Contractor or by a subcontractor.

All such insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any

one person in any one accident; a limit of liability of not less than \$1,000,000 for any such damages sustained by two or more persons in any one accident; a limit of liability of not less than \$1,000,000 for all damages arising out of injury or destruction of property, damages arising out of injury or destruction of property, (including property of the City) in any one accident; and a limit of liability of not less than \$1,000,000 for all damage arising out of injury to or destruction of property, including property of City, during the policy period.

2. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 issued to Contractor and protecting Contractor from all claims arising out of or in connection with any operations under this Contract, whether such operations be by Contractor or by any subcontractor, or anyone directly or indirectly employed by Contractor or by a subcontractor.

M. WORKERS COMPENSATION INSURANCE

Contractor shall procure and maintain, at Contractor's own expense, during the life of this Contract, in accordance with the provision of the laws of the state of Oregon, Workman's Compensation Insurance for all of Contractor's employees at the site of the project and in case any work is sublet, Contractor shall require such subcontractor similarly to provide Workman's Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by Contractor. Certificates evidencing the issuance of such insurance shall be filed with City within ten (10) days after execution of this Contract.

N. NOTICES

Any written notices permitted or required by this Contract shall be deemed given when personally delivered, or three days after deposit in the United States mail, postage fully prepaid, addressed to the parties as set forth below or such other address as either party may provide to the other by notice given in accordance with this provision.

CITY:

Bill Lawyer
Public Works Director
City of Keizer
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307

CONTRACTOR:

David W. Scott
President
Pacific Int-R-Tek
2501 NW Division St.
Gresham, OR 97030

O. WAIVER

It is expressly understood and agreed that any waiver granted by City of any term, provision or covenant of this Contract shall not constitute a precedent nor breach of the same of any other terms, provisions, or covenants of this Contract. Neither the acceptance of the work by City nor the payment of all or any part of the sum due Contractor hereunder shall constitute a waiver, by City, of any claim which City may have against Contractor under this Contract.

P. INDEMNITY

Contractor shall indemnify and save harmless City, City's agents and employees from and against all losses and all claims, demands, payments, suit actions, recoveries, and judgment of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, its agents, or employees, in the execution of the work or in guarding the same.

Q. SUBCONTRACTS

Contractor shall have full responsibility under this Contract for any subcontracts which Contractor may let. Work not performed by Contractor with its own forces shall be performed by subcontractors. Contractor agrees to bind each subcontractor and material supplier (and require every subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Contract and the Contract Documents as they apply to the subcontractor's and material supplier's portions of the work. Contractor is responsible for the quality of work done by any subcontracting companies secured by Contractor.

R. INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of City. Contractor is not entitled to, and expressly waives all claim to City benefits including, but not limited to health, life, and disability insurance, overtime pay, paid leave, and retirement.

S. CONTRACT TERMINATION

1. City may terminate this agreement without cause with thirty (30) days prior written notice. In such case, City shall be liable only for the services rendered through date of termination at the Contract rate, plus liquidated damages in the amount of \$5,000. However, in no event will the total amount paid to Contractor exceed the budgeted amount for the contract year.

2. City reserves the right to rebid or obtain competitive quotes on any renewal or extension of this Contract or any additional work requested under this Contract. City also reserves the right to use alternative service methods and service providers when the City deems it appropriate.

T. GOVERNING LAW

This Contract shall be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures below:

CITY OF KEIZER:

PACIFIC INT-R-TEK:

Dated: _____

Dated: 7.7.2023

By: _____

By:  _____

Adam J. Brown
City Manager

Adam Scott
Vice President/General Manager



CITY COUNCIL MEETING: JULY 17, 2023

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

THRU: John Teague, Chief of Police

FROM: Trevor Wenning, Police Support Division Commander

SUBJECT: **2023/24 PATROL VEHICLE PURCHASES**

PROPOSED MOTION:

"I move the City Council adopt Resolution R2023-___ authorizing the City Manager to purchase four Dodge Durango patrol vehicles and one Dodge utility truck for the police department."

I. SUMMARY:

Keizer Police Department vehicles 0860, 1917, 1921, 1923 and, 1924 are due to be replaced. The Keizer Police Department budgeted for the replacement of those vehicles. Staff has determined that four Dodge Durango patrol vehicles and one Dodge half-ton truck will meet the needs of the police department and they are available utilizing the State of Oregon purchasing contract number PA1651 with Roberson Motor Company. The cost of each patrol vehicle is \$41,803.08 and the truck is \$37,096.18 for a total of \$204,308.50

II. BACKGROUND:

- A. Due to wear and tear on patrol vehicles, they are replaced every four years.
- B. Due to wear and tear on the utility truck, it is being replaced after fifteen years.

III. CURRENT SITUATION:

- A. Vehicles 0860, 1917, 1921, 1923 and, 1924 are due to be replaced.
- B. The police department needs to move forward with purchasing budgeted vehicles.

IV. ANALYSIS:

- A. **Strategic Impact** – No strategic impact.
- B. **Financial** – The vehicles were included in the 2023/24 budget year and were approved by the Keizer Budget Committee and Keizer City Council. The cost for each patrol vehicle is \$41,803.08 and \$37,096.18 for a truck. Because of state bid and fleet discounts, the price is approximately \$5,000 less per vehicle than the manufacturers' suggested retail price. The total cost is \$204,308.50.
- C. **Timing** – N/A
- D. **Policy/legal** – Pursuant to the Local Contract Bidding Ordinance, Council must authorize the City Manager to purchase the vehicles.

V. ALTERNATIVES:

- A. Adopt the attached Resolution so that new replacement vehicles can be purchased.
- B. Take no action and the current vehicles will continue to deteriorate possibly to the degree they are removed from service at times for costly and un-warranted repairs. This in turn causes newer vehicles to be used on a more frequent basis inflicting undue wear and tear.

VI. RECOMMENDATION:

Staff recommends that the City Council adopt the Resolution authorizing the purchase of four Dodge Durango's and one Dodge half-ton truck.

ATTACHMENTS:

- Roberson Motor Company Priced Order Confirmation
- Resolution R2023-_____ authorizing the City Manager to purchase four Dodge Durango patrol vehicles and one Dodge utility truck for the police department.

Purchaser (Govt. Agency)	
Agency Name	KEIZER POLICE DEPT
Street Address	930 CHEMAWA RD NE
City, State, Zip Code	KEIZER, OR 97303

Stellantis Fleet Account No. (FAN)	01TSH
---------------------------------------	-------

QTY	VON(s)	VEHICLE DESCRIPTION	UNIT PRICE	LINE TOTAL
4	58374009, 58374010, 58374011, 58374012	2023 DODGE DURANGO AWD PURSUIT WDEE75	\$41803.08	\$167212.32
Attach list of additional VON's if necessary				
			TOTAL PURCHASE	\$167212.32

Authorized Government Agency Representative	
Signature	
Date	03/13/2023
Printed Name	TREVOR WENNING
Title	LT.
Phone Number	503-390-3713
Email Address	wenningt@keizer.org

By signing this document, I confirm that I am the authorized purchasing representative for the government agency specified as the Purchaser in this document. I further understand and acknowledge that my signature on this document represents a contractual commitment to purchase the vehicle(s) indicated above, according to the price, terms and conditions specified in this document.

Authorized Dealership Sales Representative	
Signature	
Date	03/13/2023
Printed Name	MATT MCCOWAN
Title	FLEET MANAGER
Phone Number	503-363-4117
Email Address	mattmccowan@robersonmotors.com

By signing this document, I confirm that I am the authorized sales representative for the party specified as Seller in this document. I further understand and acknowledge that my signature on this document represents a contractual commitment to order the vehicle(s) indicated above, according to the price, terms and conditions specified in this document.

ROBERSON MOTORS INC
3100 RYAN DR SE
SALEM, OR 973015061
503-363-4117

Order Count: 4

Order Results								
Last Name	Year	Sold To / Ship To	Model	Pkg	Paint	VON / VIN	Order Date	Estimated Ship Date
	2023	61749 / 61749	WDEE75 - DURANGO PURSUIT VEHICLE AWD	22Z	PXJ	58374009 / PC638716	2023-02-14	D
	2023	61749 / 61749	WDEE75 - DURANGO PURSUIT VEHICLE AWD	22Z	PXJ	58374010 / PC638717	2023-02-14	D
	2023	61749 / 61749	WDEE75 - DURANGO PURSUIT VEHICLE AWD	22Z	PXJ	58374011 / PC638718	2023-02-14	2023-06-23 KZT
	2023	61749 / 61749	WDEE75 - DURANGO PURSUIT VEHICLE AWD	22Z	PXJ	58374012 / PC626871	2023-02-14	2023-06-15 KZT

ROBERSON MOTORS INC
3100 RYAN DR SE
SALEM, OR 973015061

Priced Order Confirmation (POC)

Date Printed:	2023-07-10 4:54 PM	VIN:	1C4SDJFT6PC638718	Quantity:	01
Estimated Ship Date:	2023-06-15 1:59 AM	VON:	58374011	Status:	KZ - Released by plant and invoiced
Date Ordered:	2023-02-14 1:51 PM	Ordered By:	S28368H	FAN 1:	01TSH City of Keizer
				FAN 2:	
				Client Code:	
				Bid Number:	TB3107
				PO Number:	TREVOR

Sold to:	Ship to:
ROBERSON MOTORS INC (61749)	ROBERSON MOTORS INC (61749)
3100 RYAN DR SE	3100 RYAN DR SE
SALEM, OR 973015061	SALEM, OR 973015061

Vehicle: **2023 DURANGO PURSUIT VEHICLE AWD (WDEE75)**

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	41,415
Package:	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PXJ	DB Black Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	CW6	Deactivate Rear Doors/Windows	85
	LNF	Black Left LED Spot Lamp	610
	NAS	50 State Emissions	0
	XCS	4 Additional Key Fobs	115
	3AH	Price Protection - Code H	0
	4NU	Fuel Fill / Battery Charge	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4FT		0
	5RC	May Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Special Equipment:	99595B		0
	99595A		0
Destination Fees:			1,595

Total Price: 46,815.

Order Type:	Fleet	PSP Month/Week:	
Scheduling Priority:	1-Sold Order	Build Priority:	01

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Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

41803.⁰⁹

ROBERSON MOTORS INC
3100 RYAN DR SE
SALEM, OR 973015061

Priced Order Confirmation (POC)

Date Printed:	2023-07-10 4:54 PM	VIN:	1C4SDJFT2PC638716	Quantity:	01
Estimated Ship Date:		VON:	58374009	Status:	D - Firm schedule:serial number is assigned
Date Ordered:	2023-02-14 1:51 PM	Ordered By:	S28368H	FAN 1:	01TSH City of Keizer
				FAN 2:	
				Client Code:	
				Bid Number:	TB3107
				PO Number:	TREVOR

Sold to:	Ship to:
ROBERSON MOTORS INC (61749)	ROBERSON MOTORS INC (61749)
3100 RYAN DR SE	3100 RYAN DR SE
SALEM, OR 973015061	SALEM, OR 973015061

Vehicle: 2023 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	41,415
Package:	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PXJ	DB Black Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	CW6	Deactivate Rear Doors/Windows	85
	LNF	Black Left LED Spot Lamp	610
	NAS	50 State Emissions	0
	XCS	4 Additional Key Fobs	115
	3AH	Price Protection - Code H	0
	4NU	Fuel Fill / Battery Charge	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4FT		0
	5RC	May Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Special Equipment:	99595A		0
Destination Fees:			1,595

Total Price: 46,815.

Order Type:	Fleet	PSP Month/Week:	
Scheduling Priority:	1-Sold Order	Build Priority:	01

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Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

ROBERSON MOTORS INC
3100 RYAN DR SE
SALEM, OR 973015061

Priced Order Confirmation (POC)

Date Printed:	2023-07-10 4:54 PM	VIN:	1C4SDJFT4PC638717	Quantity:	01
Estimated Ship Date:		VON:	58374010	Status:	D - Firm schedule:serial number is assigned
Date Ordered:	2023-02-14 1:51 PM	Ordered By:	S28368H	FAN 1:	01TSH City of Keizer
				FAN 2:	
				Client Code:	
				Bid Number:	TB3107
				PO Number:	TREVOR

Sold to:	Ship to:
ROBERSON MOTORS INC (61749)	ROBERSON MOTORS INC (61749)
3100 RYAN DR SE	3100 RYAN DR SE
SALEM, OR 973015061	SALEM, OR 973015061

Vehicle: 2023 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	41,415
Package:	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PXJ	DB Black Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	CW6	Deactivate Rear Doors/Windows	85
	LNF	Black Left LED Spot Lamp	610
	NAS	50 State Emissions	0
	XCS	4 Additional Key Fobs	115
	3AH	Price Protection - Code H	0
	4NU	Fuel Fill / Battery Charge	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4FT		0
	5RC	May Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Special Equipment:	99595A		0
Destination Fees:			1,595

Total Price: 46,815.

Order Type:	Fleet	PSP Month/Week:	
Scheduling Priority:	1-Sold Order	Build Priority:	01

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

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ROBERSON MOTORS INC
3100 RYAN DR SE
SALEM, OR 973015061

Priced Order Confirmation (POC)

Date Printed:	2023-07-10 4:54 PM	VIN:	1C4SDJFT9PC626871	Quantity:	01
Estimated Ship Date:	2023-06-13 1:59 AM	VON:	58374012	Status:	KZ - Released by plant and invoiced
Date Ordered:	2023-02-14 1:51 PM	Ordered By:	S28368H	FAN 1:	01TSH City of Keizer
				FAN 2:	
				Client Code:	
				Bid Number:	TB3107
				PO Number:	TREVOR

Sold to:	Ship to:
ROBERSON MOTORS INC (61749)	ROBERSON MOTORS INC (61749)
3100 RYAN DR SE	3100 RYAN DR SE
SALEM, OR 973015061	SALEM, OR 973015061

Vehicle: 2023 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	41,415
Package:	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PXJ	DB Black Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	CW6	Deactivate Rear Doors/Windows	85
	LNF	Black Left LED Spot Lamp	610
	NAS	50 State Emissions	0
	XCS	4 Additional Key Fobs	115
	3AH	Price Protection - Code H	0
	4NU	Fuel Fill / Battery Charge	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4FT		0
	5RC	May Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Special Equipment:	99595B		0
	99595A		0
Destination Fees:			1,595

Total Price: 46,815 .

Order Type:	Fleet	PSP Month/Week:	
Scheduling Priority:	1-Sold Order	Build Priority:	01

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

41803⁰⁸

**TODAY'S
DATE** 07/10/2023

ADDITIONAL TERMS AND CONDITIONS

1. **Definitions.** As used in this Motor Vehicle Purchase Agreement (Agreement) the term (a) Dealer means the dealer to whom this Order Agreement is addressed; (b) Purchaser means the party or parties that execute the face of this Order as purchaser; (c) Manufacturer means the company that manufactured the Vehicle or any part thereof; (d) Vehicle means the first vehicle identified on the face of this Order.
2. **Dealer Not Agent.** Purchaser acknowledges that Dealer is not the agent of Manufacturer in any respect.
3. **Changes by Manufacturer.** Manufacturer has reserved the right to change the prices of new motor vehicles without notice to Dealer. If Manufacturer increases the price of motor vehicles similar to the Vehicle prior to delivery of the Vehicle to Purchaser, Dealer reserves the right to increase the price of the Vehicle to Purchaser accordingly; however, if Dealer increases the price, Purchaser may cancel this Order. If Purchaser has traded in a used motor vehicle as a part of the consideration for the Vehicle (the Trade-in), the Trade-in shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs, if any. If the Trade-in has been previously sold by Dealer, the amount received by Dealer for the Trade-in, less a selling commission of 15 percent and any expense incurred in storing, insuring, repairing, conditioning or advertising the Trade-in, shall be returned to Purchaser. Manufacturer has also reserved the right to change the design of any new motor vehicle, chassis, accessories or parts at any time without notice and without obligation to make the same or any similar change upon any motor vehicle chassis, accessory or part previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. If Manufacturer makes any such change, Dealer shall have no obligation to make the same or any similar change to Vehicle either before or after its delivery to Purchaser. DEALER SHALL NOT BE LIABLE FOR ANY CHANGE MANUFACTURER MAY MAKE TO THE DESIGN OF THE VEHICLE.
4. **Trade-in Allowance.** If the Trade-in is not to be delivered to Dealer until delivery to Purchaser of the Vehicle, the Trade-in shall be reappraised at that time and the reappraised value shall determine the allowance made for the Trade-in. If the reappraised value is lower than the original allowance shown on the front of this Order, Purchaser may cancel this Order; however, Purchaser must exercise its right of cancellation prior to the delivery of the Vehicle to Purchaser and the surrender of the Trade-in to Dealer.
5. **Damages.** If Purchaser fails or refuses to accept delivery of the Vehicle or to comply with the terms of this Order, Dealer shall have the right to retain as liquidated damages any cash deposits made by Purchaser unless the Order is cancelled by Purchaser as provided in paragraph 3 or 4 above. In addition, dealer may sell the Trade-in and retain from the sale proceeds the expenses specified in paragraph 3 above and all other expenses and losses, including lost profits, as Dealer may incur or suffer as a result of Purchaser's failure or refusal to perform the terms of this Order.
6. **Payment.** Purchaser agrees to take delivery of and pay the balance due on the Vehicle within 24 hours after being notified that Dealer is prepared to deliver the Vehicle.
7. **Taxes.** The price for the Vehicle includes federal excise taxes but does not include federal, state or local sales taxes, use taxes or occupational taxes based on sales volume (collectively, Taxes) unless expressly stated. Unless prohibited by law, Purchaser assumes and agrees to pay Taxes imposed on or applicable to the transaction covered by this Order regardless of which party may have primary tax liability.
8. **Cooperation.** If this is not a cash transaction, Purchaser agrees to execute a retail installment contract. Purchaser shall execute, acknowledge and deliver all further instruments as may be required to implement the terms of this Order.
9. **SECURITY INTEREST.** TO SECURE THE PUNCTUAL PAYMENT AND PERFORMANCE OF PURCHASER'S OBLIGATIONS UNDER THIS OR ANY OTHER AGREEMENT WITH DEALER, PURCHASER HEREBY GRANTS TO DEALER OR ITS ASSIGNS A SECURITY INTEREST IN THE VEHICLE AND THE TRADE-IN TOGETHER WITH ALL PROCEEDS AND PRODUCTS THEREOF.
10. **Indemnification.** Purchaser agrees to immediately reimburse, indemnify, defend and hold Dealer harmless from any loss, claim or damage resulting from Purchaser's registration of or failure to register the Vehicle in the appropriate state of Purchaser's failure to obtain property and liability insurance on the Vehicle. Purchaser hereby authorizes Dealer to require Purchaser's insurance company to name Dealer or its assigns as loss payee on all insurance policies covering the Vehicle.
11. **Arbitration Option.** Each party, at such party's option, shall have the right to require that any claim, controversy, or dispute between the parties, including but not limited to those arising out of or relating to the Agreement or the Vehicle, and including those based on or arising from any statute, constitution, regulation, ordinance, rule or any alleged tort, be determined by arbitration in accordance with the then affective arbitration rules of Arbitration Service of Portland, Inc., or the then effective commercial arbitration rules of the American Arbitration Association, whichever organization is selected by the party which first initiates arbitration by filing a claim in accordance with the filing rules of the organization selected, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. If litigation has been commenced in court by either party (Dealer or Purchaser) with respect to a dispute (in the hope that a default judgment could be obtained).
- (a) the party who is the defendant or respondent in such litigation shall be deemed to have waived its option to arbitrate said dispute if such party files a general appearance in the litigation prior to filing a claim in arbitration in the manner specified above, and
- (b) the plaintiff or petitioner in such litigation will be deemed to have waived its right to arbitrate said dispute if such party fails to file a claim for arbitration in the manner specified above within sixty days after a general appearance in the litigation has been filed by the party who is the defendant or respondent in the litigation.
- If either party properly exercises its option to arbitrate, arbitration of such dispute shall be mandatory and any pending litigation shall be stayed (except litigation permitted below). Either party shall be entitled to exercise (before an arbitration claim has been filed, during arbitration, or after its conclusion) any one or more of the following remedies: 1) set-off; 2) self-help repossession; 3) judicial or non-judicial foreclosure against any real or personal property collateral; 4) application to any court having jurisdiction thereof for the issuance of any provisional process remedy described in rules 79 through 85 of the Oregon Rules of Civil Procedure (or the corresponding statutory remedies under federal or any other applicable state's laws) including a restraining order, attachment, appointment or receiver, and claim and delivery, provided that any such action does not conflict with any decision or award of the arbitrator(s). The proceeds of the exercise of any such remedies shall be held by the party obtaining such proceeds for disposition may be determined by the arbitration award. The exercise of any such remedies shall not constitute a waiver of such party's right to require arbitration of any claim or dispute. Nothing contained herein shall in any way preclude purchaser from participating in an informal dispute settlement procedure set forth in Oregon's "Lemon Law" in ORS 646.315-646.375 or any other applicable state's lemon laws. In the event that purchaser finances any portion of the purchase or lease of the Vehicle, this arbitration paragraph shall not apply to and shall not bind either Purchaser or the financial institution(s) involved in such financing, but this arbitration paragraph shall continue to apply to and bind Purchaser and Dealer with respect to the disputes identified above. All statutes of limitation which would otherwise be applicable if heard in a court of law shall apply to any arbitration claim. The provisions of this arbitration paragraph shall survive any termination, amendment, or expiration of this Agreement, unless the parties otherwise expressly agree in writing by specific reference to this arbitration paragraph.
12. **Attorney Fees.** In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Agreement, or which is based thereon, the prevailing party shall be entitled to reasonable attorney fees (including paralegal fees) in connection therewith. The determination of who is the prevailing party and the amount of reasonable attorney's fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorney fees incurred prior to and during the arbitration proceedings) and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including the court which hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorney fees incurred in such confirmation proceedings).
13. **Miscellaneous.** THIS ORDER CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES AND MAY NOT BE AMENDED ORALLY. This state's law in which the Dealer is located shall govern the interpretation and enforcement of this Order. If any provision in this Order is unenforceable, that provision shall be deemed deleted and the enforceability of the remaining provisions shall not be affected. This Order may not be assigned by Purchaser without Dealer's prior written consent.

THE COMPLETE ADDRESS OF BOTH THE DEALER AND PURCHASER
MUST BE CLEARLY PRINTED ON THIS FORM.

EXPECTED
DELIVERY DATE07/10/2023

TODAY'S
DATE07/10/2023

PURCHASER'S NAME		PHONE	RES 503-932-0158	STOCK NO.
KEIZER POLICE DEPT			BUS 503-932-0158	23DS113
ADDRESS	CITY	STATE	ZIP	
930CHEMAWA RD NE	KEIZER	OR	97303	

Subject to the terms and conditions set forth below and on reverse side, Purchaser agrees to purchase from Dealer the vehicle described below (the Vehicle). Delivery is to be made on the expected delivery date shown above or as soon thereafter as possible. HOWEVER, PURCHASER AGREES THAT NEITHER THE DEALER NOR THE MANUFACTURER WILL BE LIABLE FOR FAILURE TO EFFECT DELIVERY.

NEW OR USED	YEAR	# CYL.	MAKE	BODY TYPE	MODEL	VEHICLE IDENTIFICATION NUMBER (V.I.N.)
NEW	2023		RAM	UT	1500	1C6RR7XT8PS538702
COLOR			MILEAGE	LICENSE		SALES REPRESENTATIVE
DIAMOND BLACK			26			

DESCRIPTION OF TRADE-IN			
YEAR	TRADE-IN MAKE	BODY TYPE	MODEL

VEHICLE IDENTIFICATION NO.

TRADE-IN VEHICLE DISCLOSURE STATEMENT				
<p>I HEREBY CERTIFY, WARRANT AND DECLARE UNDER PENALTY OF PERJURY THAT THE FOLLOWING IS TRUE AND CORRECT:</p> <p>1. That the vehicle has not been involved in any collision resulting in any frame or chassis damage, and does not contain any hidden defects of the frame or chassis;</p> <p>2. That other than the creditor lien for the state payoff balance, the title is otherwise free and clear of any and all liens or encumbrances;</p> <p>3. That the airbag(s) is/are intact and have not been deployed or repaired;</p> <p>4. That the certificate of title for said vehicle does not indicate that the vehicle is "REBUILT", "PREVIOUS DAMAGE";, "SALVAGE", OR "LEMON";</p> <p>5. That the above described vehicle has not been totaled out by an insurance company or determined to have an uncorrected non-conformity or serious safety defect as the result of any final determination, adjudication or settlement in Oregon or any other state;</p> <p>6. That the vehicle's emissions control equipment is intact, standard to the vehicle, and that no part of the system has been removed or altered;</p> <p>7. That the vehicle has not sustained fire or flood damage;</p> <p>8. That the vehicle has not been repurchased by the manufacturer for any reason;</p> <p>9. The only exceptions to these representations are:</p> <p>_____</p> <p>_____</p> <p>I acknowledge that the Dealer is relying on the foregoing warranties and that without such warranties, Dealer would not be purchasing the vehicle. I further acknowledge that a breach of any of the foregoing warranties entitles Dealer to rescind this agreement and to recover from me any damages sustained by Dealer resulting from said breach, including attorney's fees and costs.</p> <p>I further certify that the vehicle has not had collision repairs in excess of \$500, unless noted below. In the case of an R/V, I further state that all accessories, appliances and water systems are fully operable, unless noted below.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>PURCHASER X _____</p>				Init. _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____

PAYMENT PROTECTION WAIVER
<p>WHAT DOES PAYMENT PROTECTION DO??</p> <p>LIFE COVERAGE: If you die during the term of the loan, your loan is paid off, both the principal and interest, and the title to the car passes to your beneficiary. There is no continuation of payments while your estate is being settled. The car becomes an asset to your estate rather than a liability. Your private life insurance was not designed to pay off bills; don't depend on it to pay off your car loan.</p> <p>DISABILITY: If you are out of work for a specified number of days due to sickness or injury, whether it occurs on the job or off the job, the insurance will pay retroactively to the first day that you missed work. It will make the complete payment for as long as the disability continues.</p> <p>THIS COVERAGE IS INEXPENSIVE... Everyone pays the same low rate, regardless of your age. YOU ARE CHARGED ONLY FOR THE TIME THAT THE LOAN IS OPEN... Pay your account off early and the money comes back to you. THE PREMIUMS ARE INCLUDED WITH YOUR PAYMENT AND COST JUST PENNIES PER DAY.</p> <p><i>I verify that the payment protection offered on the purchase of the above described property has been explained to me and I waive my right to this protection.</i></p> <p>X _____ (INITIAL) PURCHASER DECLINES PAYMENT PROTECTION</p>

SERVICE PROTECTION WAIVER
<p>Purchaser acknowledges that Dealer has offered to sell to Purchaser extended service protection but that Purchaser has elected not to purchase that protection. Instead, Purchaser will purchase Vehicle AS IS. Except for the Manufacturer's warranty, if any, Purchaser will assume the entire cost of all necessary servicing or repair, AND PURCHASER WAIVES ALL RIGHTS TO THE EXTENDED SERVICE PROTECTION OFFERED, IF ANY.</p> <p>X _____ (INITIAL) PURCHASER ACKNOWLEDGES RECEIPT OF ABOVE STATEMENT.</p>

EPA CERTIFICATE OF CONFORMITY
<p>A WORD FROM YOUR DEALER ABOUT THE EMISSION CONTROL EQUIPMENT ON YOUR NEW AUTOMOBILE</p> <p>If the vehicle described above is new, Dealer wants you to know that at the time of delivery:</p> <p>1. Based upon written notification furnished by the manufacturer, we have knowledge that this vehicle is covered by an Environmental Protection Agency (EPA) Certificate of Conformity.</p> <p>2. We have made a visual inspection limited to those emissions control devices or portions thereof which are visible without removal or adjustment of any component or system of the vehicle, whether emissions related or otherwise. Based upon such visual inspection, there are no apparent deficiencies in the installation of emission control devices by the manufacturer. ("Emissions control device" is limited to all devices installed on a vehicle for the sole or primary purpose of controlling vehicle emissions which were not in general use prior to 1968.)</p> <p>3. We have performed all emission control system preparation required by the manufacturer prior to the sale of the vehicle, as set forth in the current predelivery service manual provided by the manufacturer.</p> <p>4. Except as may be provided in Paragraph 5 below, if this vehicle fails an EPA-approved emission test prior to the expiration of three months or 4,000 miles (whichever occurs first) from the date or mileage at the time of delivery to the ultimate purchaser, and the vehicle has been maintained and used in accordance with the written instructions for proper maintenance and use, then the vehicle manufacturer shall remedy the nonconformity free of charge to the vehicle owner under the terms of the manufacturer's emission performance warranty.</p> <p>5. <input type="checkbox"/> Check if the vehicle is a company car or demonstrator and complete the following: The vehicle with which this statement is delivered was placed in service as a demonstrator or company car prior to delivery. The manufacturer's emission performance warranty period commences on the date the vehicle was first placed in service, namely on _____</p> <p>NOTE: THE DEALER MAKES NO REPRESENTATION OR WARRANTY THAT THE EMISSION CONTROL SYSTEM OR ANY PART THEREOF IS WITHOUT DEFECT NOR THAT THE SYSTEM WILL PROPERLY PERFORM. THE MANUFACTURER'S EMISSION PERFORMANCE WARRANTY REFERRED TO ABOVE FURNISHED WITH THIS VEHICLE IS SOLELY THAT OF THE MANUFACTURER.</p> <p>The above statement is required by Section 207 of the Clean Air Act (42 U.S.C. 7541) and the EPA regulations issued thereunder.</p> <p>X _____ (INITIAL) PURCHASER ACKNOWLEDGES RECEIPT OF ABOVE STATEMENT.</p>

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2023-_____

AUTHORIZING THE CITY MANAGER TO PURCHASE
FOUR DODGE DURANGO PATROL VEHICLES AND ONE
DODGE UTILITY TRUCK FOR POLICE DEPARTMENT

WHEREAS, the City of Keizer budgeted funds in the 2023-2024 Police
Services Fee to purchase vehicles for the Police Department;

WHEREAS, it has been determined that Dodge Durango vehicles and a Dodge
utility truck meets the needs of the Police Department;

WHEREAS, the City has determined procurement through the Oregon
Cooperative Procurement Program (ORCPP) provided the best price of \$41,803.08
each for the Dodge Durango vehicles and \$37,096.18 for the Dodge utility truck from
Roberson Motors;

WHEREAS, State of Oregon Contract No. PA1651 authorizes ORCPP
participants to purchase vehicles from Roberson Motors by issuance of a Purchase
Order;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City
Manager or designee is hereby authorized to purchase four Dodge Durango vehicles
and a Dodge utility truck from Roberson Motors for a total purchase price of
\$204,308.50.

1 BE IT FURTHER RESOLVED that the City Manager or designee is authorized
 2 to take any and all necessary acts to effectuate the purchase of the vehicles.

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

5 PASSED this _____ day of _____, 2023.

6

7 SIGNED this _____ day of _____, 2023.

8

9

10

 Mayor

11

12

13

 City Recorder



MINUTES
KEIZER CITY COUNCIL
Monday, July 3, 2023
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 7:04 pm. Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Laura Reid, Councilor
Shaney Starr, Councilor
Kyle Juran, Councilor
Daniel Kohler, Councilor
Robert Husseman, Councilor
Soraida Cross, Councilor

Staff:

Shannon Johnson, City Attorney
Shane Witham, Planning Director
Bill Lawyer, Public Works Director
John Teague, Police Chief
Tracy Davis, City Recorder
Melissa Bisset, City Recorder

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

**SPECIAL ORDERS
OF BUSINESS**

**a. Volunteer of the
Quarter Award**

BJ Toewe and John Goodyear were presented the volunteer of the quarter award by the mayor. Both were recognized for their volunteer work related to the Keizer Community Library. They have been great library resources and created opportunities for Keizer literacy for personal pleasure and professional development.

Toewe spoke about moving the library into a public status for the Keizer community, that it has been an honor to work with the volunteers, and her aspirations were that the library would become a full library.

Goodyear spoke about being so close to having a public library with the help of the community.

**PUBLIC
COMMENTS**

Mayor Clark acknowledged the record receipt of written comments from *Barbara Minor*, representative of the Community Library and *Rhonda Rich*, representative of the West Keizer Neighborhood Association.

Barbara Minor, Keizer, briefed the Council about the summer program at the Keizer Community Library's patio weekly. This is a good, family event. They have more than 100 kids signed up for a summer book club, and they added 90 early reader books.

Rhonda Rich, president of West Keizer Neighborhood Association; Mayor Clark; Councilors Cross, Duran, Starr, Kohler, Husseman, and Reid; and *Cory* with the Chamber of Commerce expressed their

appreciation of *Tracy Davis*. This is the last Council Meeting with her as the City Recorder before retirement. Tracy has always been there for them by making sure everything is perfect and delivered with a smile. Tracy has a gift of hospitality with how warm and welcoming she is with the community in order for people to feel like they are at home here. Mayor Clark said that we will have a plaque designated for Tracy on a community center bench.

Bill Creitzer, Keizer resident, voiced concern about an apartment complex. He commented on safety concerns near the roundabout. Mr. Lawyer commented that the northern entrance was for emergency only use and will be gated.

Cory with the Chamber of Commerce spoke about concerts in the park this summer, which will be coordinated by the Chamber. There will also be music for the Keizer Festival.

PUBLIC HEARING

a. RESOLUTION – Adopting Land Use Fees relating to Partitions and Subdivisions; Repealing Resolution R2016-2678

Mayor Clark opened the Public Hearing.

Planning Director Shane Witham summarized the staff report.

Tammy Kuhns asked if this will affect existing lots or just new lots. Mr. Witham said that fees are from property owner and are paid at the time of the application and initial processing. The fees do not apply to the existing mobile home parks and applications, unless they want to have improvements to the land.

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

Councilor Starr moved that the Keizer City Council adopt a Resolution adopting land use fees, relating to partitions and subdivisions; repealing Resolution R2016-2678. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Husseman, Cross, Kohler, Starr and Juran (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

PUBLIC HEARING

a. RESOLUTION – Adopting Land Use and Sign Permit Fees unrelated to Partitions and Subdivisions; Repealing Resolution R2016- 2693

Mayor Clark opened the Public Hearing.

Planning Director Shane Witham summarized the staff report.

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

Councilor Starr moved that the Keizer City Council adopt a Resolution adopting land use and sign permit fees, unrelated to partitions and subdivisions; repealing Resolution R2016-2693. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Husseman, Cross, Kohler, Starr and Juran (7)

NAYS: None (0)

ABSTENTIONS: None (0)
 ABSENT: None (0)

PUBLIC HEARING

a. ORDINANCE – Declaring a Lien Against Property Located at 1551 Sieburg Street Northeast, Keizer, Oregon.

Mayor Clark opened the Public Hearing.

Planning Director Shane Witham summarized his staff report.

With no further testimony, Mayor Clark closed the public hearing.

Councilor Starr moved that the Keizer City Council adopt A Bill for an Ordinance to Declare a Lien Against Property Located at 1551 Sieburg Street Northeast and Declare an Emergency. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Husseman, Cross, Kohler, Starr and Juran (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

ADMINISTRATIVE ACTION

b. ORDINANCE – Amending Ordinance No. 2020-812 (Prohibiting Camping On Sidewalks, Public AND Public Rights- Of-Way); Declaring an Emergency

City Attorney Shannon Johnson summarized this issue and explained that the ordinance did not pass unanimously at the previous meeting, which required a second reading. This is a second reading that highlights the right-of-way use. Discussion ensued on 1,000 versus 500 feet minimum.

Mayor Clark stated that the ultimate goal for people in the community and people experiencing homelessness is to provide safe, secure, and humane spaces.

Councilor Starr moved that the Keizer City Council adopt a Bill for an Ordinance Amending Ordinance No. 2020-812 (Prohibiting Camping On Sidewalks, Public Property and Public Rights-of-Way) as amended by the reading; Declaring an Emergency. Upon second reading. Councilor Reid seconded.

Councilor Cross offered a friendly amendment to change Section C from 100 feet to 1,000 feet of any school or daycare facility which was not accepted by Councilor Starr.

Councilor Cross moved to amend Section C from 100 feet to 1,000 feet of any school or daycare facility. Motion dies for lack of second.

Original motion passed as follows:

AYES: Clark, Reid, Husseman, Kohler, Starr and Juran (6)

NAYS: Cross (1)

ABSTENTIONS: None (0)

ABSENT: None (0)

c. ORDINANCE – Amending Ordinance

City Attorney Shannon Johnson summarized her staff report and highlights additional hours for professional use and red flag warnings.

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

Relating to the Regulation of Fireworks Within the City of Keizer (Amending Ordinance No. 2022-851); Declaring an Emergency

Ordinance Amending Ordinance No. 2022-851 (Regulation of Fireworks Within the City of Keizer) as amended by the reading; Declaring an Emergency. Councilor Reid seconded.

Motion passed unanimously as follows:

AYES: Clark, Reid, Husseman, Cross, Kohler, Starr and Juran (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

d. Community Center Fee Waiver – Boy Scouts of America – Ed Harris Memorial Trade-O-Ree

Assistant City Manager Tim Wood summarized his staff report.

Councilor Kohler, represented himself as Keizer resident, provided testimony on the Ed Harris Memorial from being on the committee for 15 years. They are willing to pay for staff. He asked for fees to be waived to allow for more kids to go to camp.

Councilor Starr moved that the Keizer City Council approve the requested waiver of the Community Center Facility Use Fees of \$2,600 including the Refundable Deposit of \$1,150 but charge \$355 for staffing costs for the October 6th and 7th Ed Harris Memorial Trade-O-Ree. Councilor Reid seconded. Motion passed as follows:

AYES: Clark, Reid, Husseman, Cross, Starr and Juran (6)

NAYS: None (0)

ABSTENTIONS: Kohler (1)

ABSENT: None (0)

e. Fee Waiver for Keizer Chamber Of Commerce Concert In The Park

Assistant City Manager Tim Wood summarized his staff report.

Councilor Starr moved that the Keizer City Council adopt a fee waiver for Keizer Chamber of Commerce Concert In The Park. Councilor Husseman seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Husseman, Cross, Kohler, Starr and Juran (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

CONSENT CALENDAR

- a. RESOLUTION – Authorizing the City Manager and Chief of Police to sign Peer Court Intergovernmental Agreement.

Mayor Clark asked if there was a budget item and if it was funded outside the City of Keizer.

Mayor Clark noted that it was inaccurate and asked that it be removed for the future. She further noted for the record that the reference Keizer community should be for the city of Keizer.

Councilor Starr moved for approval of the Consent Calendar. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Husseman, Cross, Kohler, Starr and Juran (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

- b. RESOLUTION – Authorization of the Finance Director to sign Amendment No. 1 to Coronavirus State Fiscal Recovery Fund Grant Agreement 8015 (Meadows Pump Station and CASA Support).
- c. Approval of June 20, 2023 Regular Session Minutes

Councilor Starr moved to adopt items b and c. Seconded by Councilor Husseman.

Councilor Starr moved for approval of the Consent Calendar. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Husseman, Cross, Kohler, Starr and Juran (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

OTHER BUSINESS

Councilor Reid asked about changing the name by adding the word “silly” to the Rosa Lee’s [“Silly”] Cows. Will return to the Council with a Resolution. Council agreed by consensus.

STAFF UPDATES

Police Chief Teague stated that they have only had a few complaints related to fireworks. Blast camp is happening again. Peer court is a diversion court that is for which young people who have committed a low –level, first time crime. They are accountable to their peers; it is a very effective program, and it helps them not end up with a record. It is exceptionally worthwhile.

Mayor Clark thanked the Police Department for their announcements on social media about the rules around the legal use of fireworks.

COUNCIL MEMBER REPORTS

Councilor Cross reported on several meetings that she attended and includes YMCA, SEDCOR, Rotary, St. Paul Rodeo, etc.

Councilor Juran attended the GAC and Keizer Fire Department, and Sheriff Cast’s retirement celebration and his 21 years as a police officer. She spoke on the City of Salem payroll tax and thinks it would be good for everyone to get involved regarding the 8% tax.

Councilor Starr spoke about the community dinner and Rotary installation dinner.

Councilor Kohler said he was in awe of everyone that helped arrange everything for the Keizer 40th birthday celebration. He attended a Keizer Community dinner and the Keizer United board meeting.

Councilor Husseman spoke about the Keizer 40th birthday celebration. There will be a soccer program implemented in the middle schools.

Councilor Reid spoke about Keizer homegrown threat and volunteer appreciation night. She attended the dedication of the Gilbert house renovations and public works fair, which was fantastic. Keizer public arts commission has new art in the Council Chambers which is in celebration of our dog park.

Mayor Clark said the MWVCOG House Bill 3395 passed. \$5 million dollars will be distributed to all of the COGS. She provided details on various meetings and events she had attended and announced upcoming ones. She also attended the celebration of life for former Councilor Michael Gainer. He was truly a caring, compassionate, problem solving community member and will be missed.

AGENDA INPUT

July 10, 2023 – 6:00 p.m. – City Council Work Session

July 17, 2023 – 7:00 p.m. – City Council Regular Session

August 7, 2023 – 7:00 p.m. – City Council Regular Session

ADJOURNMENT

Mayor Clark adjourned the meeting at 8:46 p.m.

MAYOR:

APPROVED:

Cathy Clark

Dawn Wilson, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Soraida Cross

Councilor #2 – Shaney Starr

Councilor #5 – Robert Husseman

Councilor #3 – Kyle Juran

Councilor #6 – Daniel R. Kohler

Minutes approved: _____



MINUTES
KEIZER CITY COUNCIL WORK SESSION
Monday, July 10, 2023
Keizer Civic Center
Keizer, Oregon

**CALL TO
ORDER**

Mayor Clark called the meeting to order at 6:01 pm. Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Laura Reid, Councilor
Robert Husseman, Councilor
Soraida Cross, Councilor
Dan Kohler, Councilor
Kyle Juran, Councilor
Shaney Starr, Councilor

Staff:

Adam Brown, City Manager
Shannon Johnson, City Attorney
Shane Witham, Planning Director
Tim Wood, Finance Director
Tracy Davis, City Recorder
Melissa Bisset, City Recorder

Absent:

none

DISCUSSION

**a. Keizer
Station
Overview:
zoning,
history,
master
plans**

Planning Director Witham shared that in 2003, the City adopted the Keizer Station Plan that build upon the Chemawa Activity Center Plan. He explained that Keizer Station includes four Activity Center areas (A through D). Mr. Witham explained that an Economic Analysis was conducted, and it showed that there was a shortfall of commercial and sufficient industrial land. The Keizer Station Plan required a Comprehensive Plan Amendment.

Mr. Witham shared the objectives of the Keizer Station Plan.

Mr. Witham explained the four areas in the Keizer Station Plan, including the ownership and zoning. He reviewed the various Master Plan approvals and amendments to the Plan for Area A – Village Center (95 acres), which included a sign program. It was noted that Area A – Village Center was nearly 100 percent built out.

Discussion ensued regarding possible additional signage improvements.

Mr. Witham shared that Area A – Sports Center includes 66 acres and is owned by Bonneville Power and the City of Keizer. The zoning is Industrial Business Park and General Industrial. It does not have a Master Plan.

Area B – Retail Service Center (12.5 acres) discussed the ownership, zoning, and that there is a Master Plan. Area B zoning includes both residential and commercial zoning.

Area C – Keizer Station Center (36 acres) includes multiple owners and is

highly parcelized. The zoning is primarily mixed-use with 1.5 acres of Commercial retail. There was a Master Plan approval, LUBA remand, reconsideration, and a Master Plan Amendment. It was noted that a traffic signal would be required at McLeod and Chemawa Road. Mr. Witham shared some of the challenges with the development of Area C.

Area D – Commerce Center (15.7) is jointly-owned by the Confederated Tribes of Grand Ronde and Siletz. A Master Plan had been approved and amended. The Zoning is Industrial Business Park, which is partially developed and is in the process of being further developed in the near future.

OTHER

Mayor Clark recognized City Recorder Davis for her 32 years of service to the City.

ADJOURN

Mayor Clark adjourned the meeting at 7:10 p.m.

MAYOR:

APPROVED:

Cathy Clark

Dawn Wilson, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Soraida Cross

Councilor #2 – Shaney Starr

Councilor #5 – Robert Husseman

Councilor #3 – Kyle Juran

Councilor #6 – Daniel R. Kohler

Minutes approved: _____