

Written Comments Submitted to the City Council

February 23rd thru March 7th, 2022

- Bob Shackelford – Keizer Chamber of Commerce President – Proposal for Keizer Fest at Keizer Rapids Park

Bob Shackelford, President
James Hutches, President Elect
Jane Lowery, Secretary
Jonathan Thompson, Treasurer
Dave Walery, Past President



Directors:
Michelle Adame, Mike Adams,
Larry Jackson, Markey Toomes,
Shawn Lapof, April McVay,
Scott White, Kalynn Wright

March 7, 2022

Mayor Cathy Clark & Members of the Keizer City Council
Keizer City Hall
930 Chemawa Rd NE
Keizer, OR 97303

VIA EMAIL

RE: Proposal for Keizer Fest at Keizer Rapids Park.

The Keizer Chamber of Commerce is proposing to move the annual KeizerFEST event to Keizer Rapids Park (KRP). We present the following information in support of our request.

Issues with current location

Parking and traffic flow:

This has always been an issue in the present location. Keizer Elks will not allow non-members to park in their parking lot. The tavern across the street will have vehicles towed away if parked in their lot. JC's pizza likes to keep their lot open for patrons of their business and Proto signs is always leery of having traffic flow through their lot. Other local businesses say that vehicle parking/traffic has hurt their business in the past.

The current location is not very good for traffic flow and parking. Parking needs to be available and easy for community to access while keeping businesses happy as well. Year after year I hear that it is just not in a good location.

Space:

Previously the carnival has not had much space to set up and run. There is no room for growth in this area at the current location.

Every year a lot of vendors have not been happy being in a confined area of the event. Again, there is no room to grow in this area.

Others have told me that the reason for the KeizerFEST is to bring more of the community to Keizer businesses, but many do not seem happy with the current location.

The KeizerFEST has been in May because of the Iris blooms. In the past it was a great partner with Shriners nursery to promote the flowers blooming that time of year, but the weather in May is just too unpredictable to have a dry event.

As we know that the name has changed to the KeizerFEST because we just don't promote the Iris flowers like we used to, due to weather issues for the festival.

Over the last 35 plus years the festival has been moved around Keizer to make more space for incoming businesses. It first started at St Eds church. Then it was moved to Whittenburg hotel because they had the space. Then there was construction and more businesses at the hotel and it was again moved out to Keizer Station. Then as that grew, it was again moved to the only place we had available in Keizer, the Lyons Club.

We have always appreciated the city and the Lyons club allowing us to keep the festival able to operate year after year but have just outgrown this location.

There are many reasons why moving the festival to KRP makes so much more sense.

Benefits to moving the festival to the KRP:

The event space would offer so much more accessible parking, the vendors would have plenty of open space without feeling confined and the carnival would also have room to spread out and grow larger.

Food carts and food vendors would have more room to set up to promote different varieties of food and have local farmers market vendors.

There are many other things that bring a lot of families and individuals to the park; volleyball, the dog park, big toy, river access, walking trails, frisbee golf and the Amphitheater for daily venues, and so much more. We can even host the Crown the hound there, which is a big hit every year. They can be on the grass, not the hot pavement, I'm sure they would like that.

We at the Chamber of Commerce are hoping that we with the city can continue to have a permanent place to have the KeizerFEST year after year. The Chamber is aware of the new proposed master plan for the park. We would like to be able to incorporate a permanent spot where the festival can happen for years to come.

I have spoken to several people to get their opinion on ways to accommodate this area for the festival. Keizer Fire Department is on board to help in anyway they can. Keizer Police Department has given me their opinion how they can help. I have also spoke to city planning personnel and they have also commented how they feel it can be done. I have met with a local farmer who has given me his advice on how we could make the grounds work this year for the festival, rolling the area and spraying for wide leaf weeds and letting the original grass grow back for nice parking and walking.

I have spoken to several key players in Keizer and have shared the idea with friends. I hear the same response from everyone "The park would be a great place to have it!"

I realize the Chamber needs to meet with the West Keizer neighborhood association and local neighbors to make them aware of what we are planning. I think we can accommodate them in keeping this a fun event for everyone. Keizer is having its 40th birthday this year and we at the Chamber would like to incorporate the birthday in with the festival event.

I know this will take several years to perfect, but I believe with the master plan probably not getting underway until 2023, the location I have requested to use would be a great place to hold the event in 2022. I would like the counsel to maybe look at the master plan and make this a permanent place to reserve for the event year after year.

There is adequate power near the bathroom facility. The Chamber would like to ask the city to add temporary or permanent outlets to the power station for use during the festival for lighting, security and vendors.

Respectfully Submitted,

Bob Shakelford

Bob Shakelford, President
Keizer Chamber of Commerce Board of Directors

March 2022

WKNA TODAY



West Keizer Neighborhood Association Newsletter

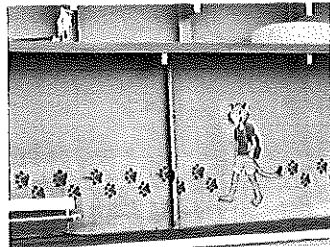
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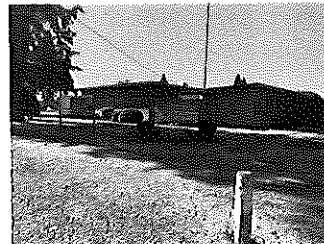
Cummings Elementary School

The 2021-2022 school year is well on its way, in fact, spring is almost here! The West Keizer Neighborhood Association is happy to partner with Cummings Elementary with a beautification of a few of the school's planting areas. Andrew Kronser, Cummings Elementary Principal, is excited to be a part of this partnership. He is new to Cummings this school year. Principal Kronser has also worked in the North Marion and the Central school districts. One of his goals while serving as principal is to connect with the Cummings community by building relationships with the families in this neighborhood. He sees Cummings Elementary, located in the West Keizer area, as a "hidden gem" that provides a neighborhood with a safe walkable school.

This spring, the West Keizer Neighborhood Association will be volunteering at Cummings by cleaning up some areas and planting flowers to show appreciation and support for our local school. Please let WKNA know if you are interested in helping. Ways in which you can help are volunteering your time on our workday, providing donations of planting materials etc., or just by coming by and saying "hello". Look for updated information concerning the date/time for our spring workday on our West Keizer Neighborhood Association Facebook page, and/or website: www.westkeizerna.org



Cummings Cougar



Cummings Elementary

Keizer's City Manager

The City held a forum Feb. 15 where residents could meet and ask questions of the three finalists for Keizer's City Manager position. Adam Brown, City Manager of Ontario, Ore.; Eileen Stein, an interim department director for the city of Clackamas; and Tim Wood, current Finance Director for the city of Keizer, answered questions from attendees for over an hour and met the next day with Keizer city staff and Council members. City Council named Adam Brown as new City Manager on Feb. 18.

March 2022



Master Plan Update

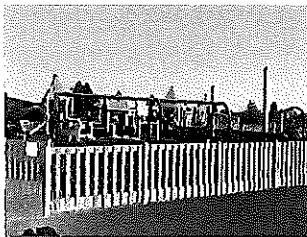
The update of Keizer's Parks Master Plan undertaken in 2021 was approved by City Council at its Feb. 7 meeting this year. The City worked with MIG Consulting to handle the revision, which will guide Parks' improvements for the next 10 years.

WKNA's Board provided input on the plan in a Zoom conference with the consultant, as well as at several Parks Board and City Council meetings. Backers of the addition of multi-use sports fields at Keizer Rapids Park met with the Board in November of 2021. The Board supported the proposal with the proviso that more parking be added to accommodate spectators and limit the impact on neighborhoods abutting the park. The added parking is included in the updated Master Plan.



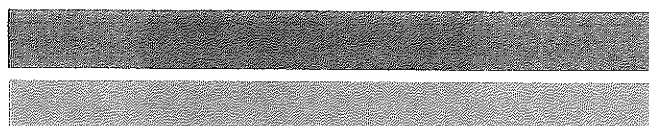
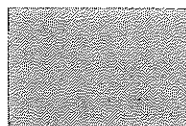
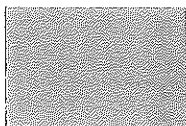
Palma Ciea Park

Also of interest in West Keizer, the WKNA Board lobbied to keep Palma Ciea Park as a usable natural area after the consultant recommended the City divest itself of the park.



Keizer Rapids Big Toy

WKNA believes the park not only has river access but has potential for bird watching and other nature-access activities. Retaining it seem especially important because of the weight given to river access and natural areas in citizen comments about overall park desires. The Parks Board backed that idea in its recommendation to City Council and Palma Ciea is still a part of the parks system. The neighborhood association has highlighted the need for regular mowing at the park. A general cleanup of leaves and debris is being organized by neighbors sometime this spring.



Keizer Community Food Bank Update

The West Keizer Neighborhood Association continues to collect food for the Keizer Food bank. The need is still great for food for many Keizer families. Donations continue to be collected at the BI-Mart Store and the Copper Creek Mercantile, both located on River Road. WKNA has a barrel in each of these places for collection. At the beginning of the 2022 year, we have seen donations drop off. Food items, pet food items, and cash donations are still needed and can be made at both locations. If you can donate, as a suggestion, take advantage of "sale items", BOGO (buy one, get one), and coupon items. Thank you very much for continuing your support.

West Keizer Neighborhood Association Facebook

For all of the latest information regarding West Keizer and Keizer in general, be sure to check out the West Keizer Neighborhood Association Facebook page, and give us a like. There you will find posts relevant to the members of the neighborhood, news related to parks, the city council, and other topics.

<http://www.westkeizer.org/>

March 2022

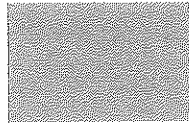
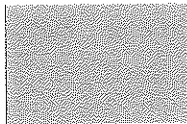


Traffic Blitz



Intersection of Cummings and Delight

WKNA devoted January and February general meetings to discussion of traffic-related issues in Keizer, and on West Keizer streets in particular. The January meeting drew about 20 people to voice concerns about speeding, red-light runners, noisy vehicles, pedestrian safety and other issues. Potential measures to address the problems included an informational campaign about safe walking and biking, need for more signage, addition of more stop signs on some streets to slow traffic, installation of speed bumps or tables, etc. In February, Keizer Police Chief John Teague attended to respond to the concerns and offer his assessment of the problems and potential solutions. He answered many questions from the 22 attendees at the meeting. To help slow traffic in West Keizer, he endorsed a four-way stop at Dearborn and Shoreline and addition of a speed table at the school crosswalk on Cummings at Delight.



Upcoming WKNA General Meeting Information

March 10: State of the City

Keizer Mayor Cathy Clark will speak about the State of the City during the March 10 West Keizer Neighborhood Association meeting. Mayor Clark will be discussing the accomplishments of the past year and the direction of Keizer going forward. Please join us the Keizer Civic Center, located at 930 Chemawa Rd NE for Mayor Clark's remarks.

April 14: Planning Code Changes

Shane Witham, Keizer Planning Director, will speak on the City's work to update its planning and zoning codes in accordance with HB2001. An audit of city planning regulations revealed the need for several changes, including those related to lot size/density; setbacks and design standards; and certain off-street parking. The Planning Commission has been working with consultants to draft code amendments. The changes will affect housing development throughout the city.

March 2022



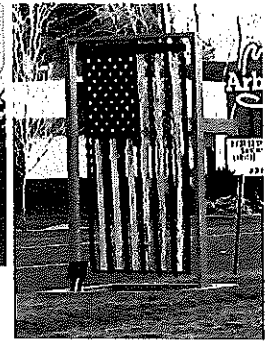
City Meetings

Keizer City Meetings:

- Keizer City Council—03/07/2022 @ 7:00 pm.
- Parks Advisory Board—03/08/2022 @ 6:00 pm.
- Planning Commission—03/09/2022 @ 6:00 pm
- West Keizer Neighborhood Association—03/10/2022 @ 7:00 pm
- City Council Work Session/Long Rang Planning Task Force—03/14/2022 @ 6:00 pm
- Public Arts Commission—3/15/2022 @ 6:00 pm
- Traffic Safety/Bikeway/Pedestrian—3/17/2022 @ 6:00 pm
- Keizer City Council—3/21/2022 @ 7:00 pm
- West Keizer Neighborhood Association—04/14/2022 @ 7:00 pm Shane Witham, Keizer City Planner is the scheduled speaker.



Copper Creek Food Trucks

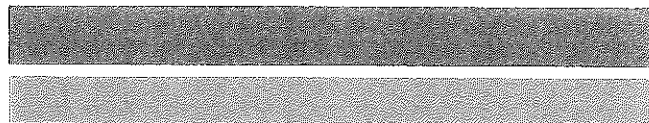
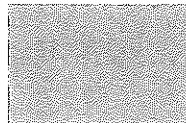
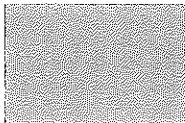


Iron Glory Sculpture

Neighborhood Meetings Times and Places

Do you have questions about the happenings in our neighborhood, but don't know whom to ask? Perhaps you would like to know what Keizer has planned for the next fiscal year.

You will find the agenda leading up to each meeting, news of the neighborhood, past meeting minutes and reports, along with information regarding your West Keizer Neighborhood Association board posted at www.westkeizerna.org.



The West Keizer Neighborhood Association is supported by the following Sponsors:

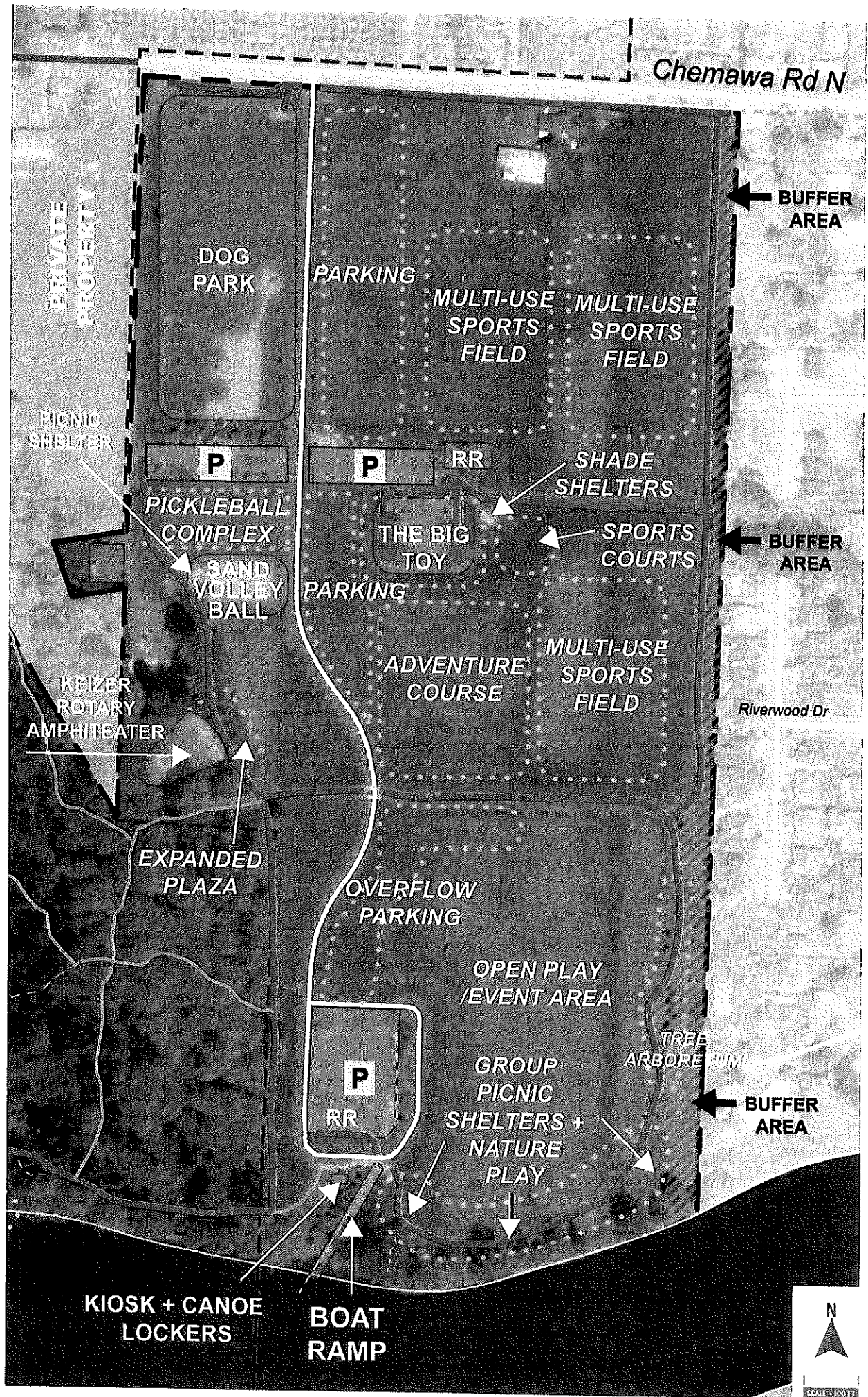
- Pronto Signs
- Sherwin/Williams Paint
- Egan Gardens
- Copper Creek Mercantile
- BiMart
- City of Keizer
- Keizer Parks Foundation
- Men of Action in Keizer
- Salem/Keizer School District 24
- Jeff Anderson

KEIZERFEST

at Keizer Rapids Park

PROPOSAL





1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2022- 3265

4
5 AUTHORIZING THE MAYOR AND COUNCIL PRESIDENT
6 TO SIGN CITY MANAGER EMPLOYMENT AGREEMENT
7 WITH ADAM J. BROWN

8
9 WHEREAS, Adam J. Brown and the City have negotiated an employment
10 agreement wherein Adam J. Brown agrees to be the City Manager for the City of Keizer;

11 WHEREAS, the City has determined that Adam J. Brown has the education,
12 training, and experience in local government management to serve in the position of City
13 Manager;

14 WHEREAS, the City and Adam J. Brown wish to enter into an employment
15 agreement;

16 NOW, THEREFORE,

17 BE IT RESOLVED by the City Council of the City of Keizer that the Mayor and
18 Council President are authorized to sign that certain Employment Agreement, a copy of
19 which is attached hereto and by this reference incorporated herein.


20 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the
21 City Council declares that the terms, conditions and benefits set forth in the attached
22 Employment Agreement in no way whatsoever constitute any precedent regarding the
23 terms of any future City Manager contracts.

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

3 PASSED this 7th day of March, 2022.

4
5 SIGNED this 7th day of March, 2022.

6
7 
8 Mayor

9
10 
11 City Recorder

EMPLOYMENT AGREEMENT
BETWEEN
ADAM J. BROWN
AND THE CITY OF KEIZER
MARION COUNTY, OREGON

This Agreement, made and entered into by and between the City of Keizer a municipal corporation ("the City") and Adam J. Brown ("City Manager") an individual who has the education, training, and experience in local government management to serve in the position of City Manager. The City and City Manager agree to the terms set forth below.

ARTICLE 1: TERM AND RESPONSIBILITIES

Section 1.01: Term

This Agreement will remain in full force and effect from the Effective Date stated in Section 4.03(A) to June 30, 2023, unless and until terminated by the City or City Manager as provided in Article 3 of this Agreement. "Effective Date" may be different from City Manager's start date in the position of City Manager.

This Agreement may be extended for additional terms of one (1) year each by written notice provided by the City Council to City Manager on or before December 31 of each year of this Agreement. Any modification to the terms and conditions of any such extension shall be by mutual agreement of the City Council and City Manager. An affirmative vote of the City Council is required to extend this Agreement. If such notice is not given on or before December 31 of each year of this Agreement, the parties acknowledge that this Agreement will terminate on June 30 of the following calendar year.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City or City Manager to terminate this Agreement or City Manager's employment at any time, subject only to the provisions herein relating to termination.

Section 1.02: Duties and Authority

- A. The City agrees to employ Adam J. Brown as City Manager to perform the functions and duties specified in the Keizer City Charter and to perform other legally permissible and proper duties and functions as assigned by the City Council, subject to any limitations set forth in this Section. The City shall not unreasonably interfere with City Manager's performance of such duties. The City may not reassign City Manager to another position in the absence of City Manager's express written consent to such assignment.
- B. City Manager shall be the chief executive officer of the City and faithfully perform City Manager's lawfully prescribed and assigned duties with reasonable care,

diligence, skill, and expertise in compliance with all applicable, lawful governing body directives; state, local, and federal laws; and City policies, rules, and ordinances as they exist or may hereafter be amended. City Manager shall be required to render 12 months of regular full-time service to the City during each year of this Contract, except as provided in Section 2.03: Vacation, Sick, and Other Leave Time.

- C. Except as may be provided otherwise by applicable law, regulation, or City's agreement with any other person, City Manager shall have the ultimate supervisory and managerial authority and responsibility to hire, direct, assign, reassign, evaluate, change the terms and conditions of employment, and terminate the employment of all other employees of City, other than the office of the City Attorney and the Municipal Judge, consistent with the policies of the governing body and the ordinances and charter of the City.
- D. Except as may be provided otherwise by applicable law, regulation, charter or City's agreement with any other person, City Manager shall have the authority to establish internal regulations, rules, and procedures which the City Manager deems necessary for the efficient and effective operation of the City.
- E. City Manager shall attend and be permitted to attend all meetings of City's governing body, both public and closed unless excused by the City Council.
- F. Except as may be provided otherwise by applicable law, regulation, or this Agreement, City Manager shall carry out City's lawful policy directives, goals, and objectives, as communicated to City Manager by the City Council, while presenting information and recommendations that allow for fully informed policy decisions that both address immediate needs and anticipate future conditions.

Section 1.03: Ethical Commitments

The City expects the City Manager to adhere to the highest professional standards. The City Manager agrees to follow the policies embodied in the ethics rules, regulations, and laws of the State of Oregon, the Keizer Personnel Policies, and, insofar as they are compatible with those policies and applicable law, the Code of Ethics of the International City/County Management Association (ICMA).

Consistent with ORS 260.432, City Manager shall not, during work hours or while acting or giving the appearance of acting in his capacity as City Manager, promote or oppose any political committee or any initiative, referendum or recall petition, measure or candidate. This restriction does not prevent City Manager from addressing political issues in an official capacity in a factual and impartial manner if it is legitimately within City Manager's scope of duties. To avoid confusion in situations where City Manager is engaging in political activity in his personal capacity but this may not be clear to others, City Manager should specifically clarify that he is not acting in his official capacity.

To support City Manager in keeping these commitments, neither the governing body nor any individual member thereof shall order, direct or request City Manager to engage in any political activity prohibited above.

Section 1.04: Residency

Within one (1) year of the Effective Date of this Agreement and at all times during the terms of this Agreement, City Manager shall reside within the City limits of Keizer.

Section 1.05: Outside Activities

The employment provided for by this Agreement shall be the City Manager's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the City Manager may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with their responsibilities under this Agreement.

Section 1.06: Performance Evaluation

- A. The City Council shall review the performance of the City Manager on or before October 31, 2022. Thereafter, the City Council shall annually review the performance of City Manager on or before June 1, 2023 and on or before June 1 each year this Agreement is in effect. The evaluation shall be subject to an established process, form, criteria, and format approved by the City Council.
- B. Unless the City Manager expressly requests otherwise in writing, the evaluation of the City Manager shall at all times be conducted in executive session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the City or City Manager from sharing the content of the City Manager's evaluation with their respective legal counsel.

ARTICLE 2: COMPENSATION AND BENEFITS

Section 2.01 Compensation

The City shall pay City Manager at a monthly salary rate pursuant to the salary matrix adopted by the City. The initial monthly salary shall be Range 38, Step 10 (\$14,152.67). The salary rate will be reviewed annually and may be adjusted by the Council without formal amendment of this Contract. Unless different action is taken by the Council, the salary shall automatically be increased by one Step if a Step is available in the salary matrix, together with any cost-of-living adjustment applicable to Department Directors. Such step increase/cost-of-living increase shall be effective July

1 of each year that this Agreement is in effect. Such salary rate may only be reduced if the reduction is proportionate to salary reductions which are part of a uniform plan affecting all Department Directors.

Section 2.02: Health, Disability, and Life Insurance

- A. The City agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for the City Manager according to the City's policies and on the same terms and conditions as provided to Department Directors of the City. If the City's insurance requires a waiting period before the City Manager is eligible for coverage under City's plan, the City agrees to reimburse the City Manager for the costs of COBRA insurance during the initial waiting period.
- B. The City agrees to provide and to make required premium payments for disability insurance coverage on the same terms and conditions as for Department Directors, as provided in the City's policies.
- C. The City shall pay the amount of premium for life insurance for City Manager in the amount of up to \$250,000. The actual amount will be based on insurability determination by the City's insurance company and may be reduced in the future based on the age of the City Manager.
- D. Except as otherwise provided in this Agreement, the City intends that the City Manager shall be entitled to receive benefits that are at least comparable to those available to Department Directors of the City, as provided by the City's policies.

Section 2.03: Vacation, Sick, and Other Leave Time

The City Manager will be granted a beginning vacation leave bank of 80 hours. In addition, the City Manager shall accrue vacation leave at the same rate as a 10-year employee (6.15 hours per two-week pay period). Beginning the first day of employment, City Manager shall be eligible to accrue and use paid holidays, personal leave benefits, and sick leave benefits on the same terms and conditions as Department Directors of the City, as provided in the City's policies. City Manager shall also be eligible to take unpaid leave in accordance with applicable law and on the same terms and conditions as Department Director. City Manager shall identify an Acting City Manager during periods of time when he is unavailable, except as called for in the City Charter.

It is recognized that the City Manager must devote a great deal of time outside the normal office hours on business for the City, and to that end City Manager shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the City and shall allow City Manager to faithfully perform his assigned duties and responsibilities.

Section 2.04: Automobile

The City agrees to pay to the City Manager, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$350.00 per month as a vehicle allowance to be used to purchase, lease, or own, operate, and maintain a vehicle. The City Manager shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expense's attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. This allowance is provided in lieu of mileage reimbursement.

Section 2.05: Retirement

The City Manager shall be enrolled in the Public Employees Retirement System (PERS) system and have contributions paid by the City on the same terms and conditions as provided to Department Directors of the City. City Manager shall also be eligible to participate in the City's 457 plan, on the same terms and conditions as those applicable to regular status Department Directors.

Section 2.06: General Business Expenses.

- A. The City agrees to budget and pay the cost for professional dues, membership fees, and subscriptions, as well as seminars, public events and other professional activities, deemed necessary for the City Manager's participation in national, regional, state, and local associations, including ICMA, or for the City Manager's continued professional growth and advancement, for the good of the City. The City also agrees to budget and pay for travel and subsistence expenses of City Manager to attend and participate in these professional activities. The City Manager shall annually report to the City Council on or before January 31 each year on activities for the previous year.
- B. The City shall not require City Manager to use vacation leave when participating in professional development activities described above.
- C. The City shall provide City Manager, for business use, a laptop computer, software, and/or tablet computer required for the City Manager to perform their duties and to maintain communication with City's staff and officials, as well as other individuals who are doing business with City. Upon termination of City Manager's employment, the equipment described herein shall remain the property of the City. The City shall pay the standard mobile phone stipend paid to other City employees entitled to such stipend.

Section 2.07: Moving and Relocation Expenses

- A. City shall pay directly for the expenses of moving City Manager and City Manager's family and personal property from Ontario, Oregon to the City of Keizer. Said moving expenses include packing, moving, storage costs,

unpacking, and insurance charges. The City Manager shall provide evidence of actual moving expenses by securing quotations from three (3) companies. The City Manager shall submit these quotes to the City who, in consultation with the City Manager, shall select the moving company.

ARTICLE 3: EMPLOYMENT SEPARATION

Section 3.01: Resignation

City Manager may terminate this Agreement by providing a minimum of 30 days' notice of City Manager's voluntary resignation subject to any applicable requirements set forth by state or local law.

Section 3.02: Termination

- A. For the purpose of this Agreement, termination occurs under the following circumstances:
 - 1. At least 4 members of the City Council vote to terminate the City Manager's employment, in accordance with the City Charter and applicable provisions of the Public Meetings law.
 - 2. At the City Manager's option, within 30 days after the City, citizens or legislature amend any provisions of the City Charter pertaining to the role, powers, duties, authority, or responsibilities of the City Manager's position that substantially changes the form of government.
 - 3. At the City Manager's option, within 30 days after the City reduces the base salary, compensation or any other financial benefit of the City Manager in violation of this Agreement.
 - 4. If the City Manager resigns in response to a request to resign made by an authorized representative of the City Council.
 - 5. At the option of the City or the City Manager, if a material breach of contract declared by that party is not cured within 30 days of written notice, in accordance with Section 3.04, describing the conduct that constitutes a breach.

Section 3.03: Severance for Termination Without Cause

- A. Severance shall be paid to the City Manager when employment is terminated as defined in Section 3.02, unless the termination is for cause as defined in Section 3.04. If the Agreement is terminated without cause, the City shall tender a lump sum severance pay equal to six (6) months of the City Manager's base salary at the City Manager's then-current rate of pay, or equal to the balance of the term of this Agreement if it is for a fixed term and City Manager has not received notice

of renewal, whichever is less.

B. The City shall also continue to cover City Manager under the then-current health insurance benefits until the sooner of:

- six (6) months from the date of the termination notice, or the balance of the term of this Agreement if it is for a fixed term and City Manager has not received notice of renewal, whichever is less, or
- until such time as City Manager becomes eligible for coverage through other employment.

The City shall also tender payment for any vacation time accrued and unused as of the date of the termination notice. If the termination date is before April 1, 2023, the payment will be reduced by 80 hours' equivalent salary.

C. Severance paid under this provision will be treated as subject income under PERS to the extent provided by applicable law or PERS requirements.

D. As a condition of receiving severance, the City Manager must execute an agreement releasing all potential legal claims against the City (including the governing body, City employees, and City representatives and insurers) related to City Manager's employment or separation from employment.

Section 3.04: Termination for Cause

- A. The City may terminate this Agreement at any time for cause, and the City will have no outstanding obligations under the Agreement except as described in this Section.
- B. Discharge for cause includes neglect of duty, breach of contract by City of Manager that is not cured as stated in Section 3.02, insubordination, conduct involving criminal activity or moral turpitude, repeated or serious violation of City policies, dishonesty of any kind, and any conduct that would reasonably be expected to negatively impact the reputation or public trust in the City or City Manager. Other reasons may constitute cause for dismissal based on City Manager's action or failure to act, but such other reasons, for the purposes of this Agreement, will be interpreted to include or cover only those reasons which are of the same general nature or level of severity as those reasons which are set forth above.
- C. Notice of the City's contemplation of discharge for cause as described above shall be given in writing. Such notice shall include a statement of the reasons constituting potential cause, and shall be given to City Manager not less than fifteen (15) business days prior to the anticipated date of the discharge. City Manager shall be entitled to appear before the City Council to discuss the reasons constituting potential cause prior to the effective date of the discharge.

Such meeting may be conducted in executive session as provided by Oregon law, unless the City Manager requests to have the meeting in public session. City Manager shall be provided a written decision describing the results of the meeting. Should the City Council discharge the City Manager for cause, the City shall tender any accrued vacation pay owing to City Manager, reduced by 80 hours' equivalent salary if such termination occurs prior to April 1, 2023.

- D. This Agreement may also be terminated for cause if City Manager becomes unable to perform City Manager's essential job functions due to a disability, provided the City has complied with its obligations, including reasonable accommodations, under state or federal disability laws and regulations.

ARTICLE 4: GENERAL PROVISIONS

Section 4.01: Indemnification

The City shall indemnify the City Manager against any tort claim or demand arising out of an alleged act or omission occurring in the performance of duty, as provided in the Oregon Tort Claims Act, ORS 30.285. This Section survives the termination of this Agreement.

Section 4.02: Bonding

City shall bear the full cost of any bond that City Manager is required to obtain by any law or ordinance. City Manager must continue to qualify for a bond in at least the amount of \$500,000.

Section 4.03: General Contractual Provisions

- A. Effective Date. This Agreement becomes effective on the date it has been approved by the governing body and fully executed by City Manager and the City.
- B. Integration. Except as noted below, this Agreement sets forth and establishes the entire understanding between the City and the City Manager relating to the terms and conditions of employment of the City Manager by the City. Any prior discussions or representations by or between the City and City Manager on that subject are merged into and rendered null and void by this Agreement. Unless specifically covered in this Agreement, adopted Personnel Policies shall apply to the City Manager.
- C. Modification of Agreement. This Agreement may be amended only by an express written agreement signed by an authorized representative of the City and City Manager, unless otherwise provided in this Agreement.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid by a court or arbitrator with jurisdiction over the

matter, the remaining provisions are deemed to be in full force and effect to the fullest extent permitted by law.

E. Governing law. This Contract is to be construed under the laws of the State of Oregon, except as otherwise expressly stated.

F. Attorney Fees. In the event of any suit or action under this Agreement, in court or in arbitration, the prevailing party shall be entitled to recover that party's reasonable attorney fees.

Section 4.04: Notices

All notices pursuant to this Agreement must be sent as follows:

CITY
Mayor
City of Keizer
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307

CITY MANAGER
Adam J. Brown

Notice shall be deemed given as of the date of personal service, Federal Express, certified mail or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

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ARTICLE 5: ARBITRATION OF DISPUTES

City and City Manager agree that any legal dispute for breach or enforcement of this Agreement, other than an action for immediate or temporary injunctive relief, shall not be filed in court and shall instead be resolved in final and binding arbitration before a single arbitrator, in accordance with the rules of the Arbitration Service of Portland (www.abserve.com). This provision is governed by the Federal Arbitration Act and this Agreement to arbitrate shall be enforceable in federal or state court.

CITY OF KEIZER:

Dated: _____

By: _____
Mayor

Dated: _____

By: _____
Council President

CITY MANAGER:

Dated: 3-4-2022


Adam J. Brown