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AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION
Monday, December 21, 2020
7:00 p.m.
Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **FLAG SALUTE**

4. **SPECIAL ORDERS OF BUSINESS**

5. **COMMITTEE REPORTS**

6. **PUBLIC TESTIMONY**

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

7. **PUBLIC HEARINGS**

8. **ADMINISTRATIVE ACTION**

- a. **ORDER** – Requiring Removal of Broken Sidewalk on Harcourt Avenue Side of Property Known As 1360 Ivy Way Northeast, Keizer, Oregon

- b. **RESOLUTION** – Approval of Field Usage Rates for the 2021 Season at Keizer Little League City Park

9. CONSENT CALENDAR

- a. **RESOLUTION** – Appointing Keizer Hearings Officer and Authorizing City Manager to Enter Into Contract with Brewer & Coulombe, PC for Hearings Officer Services
- b. Approval of December 7, 2020 City Council Regular Session Minutes

10. COUNCIL LIAISON REPORTS

11. OTHER BUSINESS

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

12. WRITTEN COMMUNICATIONS

To inform the Council of significant written communications.

13. AGENDA INPUT

January 4, 2021

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

- Oath of Office – New City Council Members

January 11, 2021

6:00 p.m. – City Council Work Session

January 19, 2021 (Tuesday)

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

14. ADJOURNMENT

CITY COUNCIL MEETING: December 21, 2020

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: REQUIRING REMOVAL OF BROKEN SIDEWALK AT 1360
IVY WAY NORTHEAST, KEIZER, OREGON**

The City Council held a public hearing on this matter on December 7, 2020. Following the close of the public hearing, Council directed staff to return with an Order requiring the property owner at 1360 Ivy Way Northeast to remove the broken sidewalk only on the Harcourt Avenue side of the property. Such Order is attached for your consideration.

RECOMMENDATION:

Adopt the attached Order.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

ORDER

REQUIRING REMOVAL OF BROKEN SIDEWALK ON
HARCOURT AVENUE SIDE OF PROPERTY KNOWN AS 1360 IVY
WAY NORTHEAST, KEIZER, OREGON

WHEREAS, the Keizer Sidewalk Ordinances (Ordinance No. 2019-808) requires
property owners to maintain and repair/replace sidewalks in front of their property;

WHEREAS, the residence at 1360 Ivy Way has a broken sidewalk by the growth
of two very large cedar or sequoia trees;

WHEREAS, due to the location and massive size of the trees, there is no option to
replace the sidewalk without removing both trees;

WHEREAS, the damaged sidewalk does not connect to the south to any sidewalk,
and there is no sidewalk to the south for a substantial distance;

WHEREAS, the City Council of the City of Keizer has authority to enforce
Ordinance No. 2019-808;

WHEREAS, the City Council held a public hearing on December 7, 2020;

WHEREAS, the City Council has reviewed the matter and finds that it desires to
accept the recommendation of staff and require the property owner to remove the broken
sidewalk;

NOW, THEREFORE,

1 IT IS HEREBY ORDERED by the City Council of the City of Keizer that the
2 property owner of 1360 Ivy Way Northeast, Keizer, Oregon is hereby required to remove
3 and properly dispose of the broken sidewalk only on the Harcourt Avenue side of the
4 property within sixty (60) days of the date of this Order.

5 IT IS HEREBY FURTHER ORDERED that the property owner work with the
6 Public Works Director or his designee on the exact portion of sidewalk that is to be
7 removed.

8 IT IS HEREBY FURTHER ORDERED that this Order shall take effect
9 immediately upon the date of its passage.

10 PASSED this _____ day of _____, 2020.

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12 SIGNED this _____ day of _____, 2020.

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Mayor

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City Recorder

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CITY COUNCIL MEETING: December 21, 2020

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: APPROVAL OF FIELD USAGE RATES FOR THE 2021 SEASON AT KEIZER LITTLE LEAGUE CITY PARK

Keizer Little League and the City of Keizer entered into a Park Management Agreement effective November 1, 2016 for the management, operation and maintenance of Keizer Little League City Park. Pursuant to Section 3(B), all field usage rates shall be approved by the City Council on an annual basis. Keizer Little League does not request any changes for the 2021 season.

RECOMMENDATION:

Adopt the attached Resolution Approval of Field Usage Rates for the 2021 Season at Keizer Little League City Park.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2020-_____

APPROVAL OF FIELD USAGE RATES FOR
THE 2021 SEASON AT KEIZER LITTLE
LEAGUE CITY PARK

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

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

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

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the field usage rates for the 2021 season at Keizer Little League City Park incorporated in the 2021 Outside Use Facility Reservation Policy, a copy of which is attached hereto, is hereby approved.

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

3 PASSED this _____ day of _____, 2020.

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5 SIGNED this _____ day of _____, 2020.

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Mayor

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City Recorder

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2021 Outside Use Facility Reservation Policy Keizer Little League Park

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

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

Initial Allocation of Field Use Slots for Use between 3/1/21 to 8/30/21 (Requested 3/1/21 or earlier)

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

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

**Supplemental Allocation of Field Use Slots for Use between 3/1/21 to 8/30/21
(Requested After 3/1/21)**

1. Requests for field slots received **after 3/1/21, or** that do not include the required amount of deposit by 3/1/21 will be deemed a “supplemental field slot request” and considered strictly on the criteria noted in paragraph #5 below as of the date the request is received. Supplemental field slot requests are not guaranteed to be filled.
2. A deposit of 50% of the amount due for the requested field use slots must accompany the request.
3. Proof of General Liability Insurance in the amount of at least \$1 million for the period of anticipated use and listing Keizer Little League and the City of Keizer as additional insureds must be received, if not already provided as part of an initial field slot allocation request.
4. Intended and actual use of individual fields must be in accordance with the designated use of the specific field (i.e. softball use only on fields 2, 4 and 10) unless specifically authorized in advance by Manager.
5. Supplemental field use slot allocation will be determined solely on the basis of each of the following criteria: 1) the overall capacity of the facility for the type and size of fields requested, 2) the dates requested, 3) date which request and all supporting materials are received with priority given to earlier requests, and 4) remaining availability for the type and size of field(s) requested.
6. Fields comparable to the fields requested may be scheduled at the discretion of Manager as an alternative to accommodate the overall scheduling of the facility.
7. Confirmed initial field slots including the specific field, date and time will be provided within 10 days of the request along with notice of the balance due for the scheduled field use.
8. Payment for the balance due of the confirmed field slots fees must be received prior to the date of the first scheduled use to maintain the reserved field use slots.
9. Unless formally withdrawn **at least 30 days prior** to the scheduled use, slots are considered “used” and the rental fee “earned”, whether or not each field slot is actually used. There are no exceptions other than when Manager unilaterally cancels the opportunity for field use as outlined below in the “Cancellation of Field Use Activity” section of this Policy.

Allocation of Field Use Slots for Use between 8/31/21 to 12/31/21

1. A request for specific field use slots must be received by **8/7/21** to be considered in the initial allocation of field use slots for this period. The request should specify the number of slots being requested for each field and the range of dates the field use is

Field usage rates take into account the exclusive use of the field for the designated period, the amount of wear and tear and the materials and resources needed to accommodate desired use. Rates apply to all games or practices except practices conducted prior to 3/28/20 which are at no charge.

What is Included with Field Usage?

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

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

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

Cancellation of Field Use Activity

Manager reserves the right to cancel all activity on any or all fields at the facility due to adverse weather or unsafe playing conditions. Replacement field use slots will not be provided when cancellations occur however the rental fee for the field use slots cancelled solely by Manager will be credited in full to your organization. Any net credit will be paid at the conclusion of the renting organization's 2020 facility use. **It is suggested anticipated game "make up" slots are requested as part of initial or supplemental field slot requests in anticipation of "rain-outs" or poor field conditions to assure field availability.**

Facility and Field Maintenance Equipment Access

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

Requesting a Field Use Slot

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

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

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

I acknowledge receipt of this Policy (5 pages), and that I have reviewed, understand and agree to abide by its terms on behalf of the organization noted below that I represent. I further acknowledge as a condition to use, that repeated failure to follow the terms of this Policy will cause forfeiture of our organization's rights to field use for the rest of the 2020 season.

Requesting Organization

Responsible Party for Requesting Organization _____

Title of Responsible Party in Organization _____

Date Signed _____

CITY COUNCIL MEETING: December 21, 2020**AGENDA ITEM NUMBER: _____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: RESOLUTION APPOINTING HEARINGS OFFICER

The Keizer Development Code provides for Hearings Officers to be appointed by the City Council. William (Fred) Wilson's contract for hearings officer services expires on December 31, 2020, therefore staff issued a Request for Proposals for Hearings Officer Services.

The Request for Proposals for Hearings Officer Services was issued on October 8, 2020. No proposals were received. I contacted the law firm of Brewer and Coulombe who represents Corvallis and other small cities and they also do hearings officer work for the City of Salem to see if they would be willing to be the hearings officer for Keizer. They indicated that they would be willing to serve as Keizer's hearings officer.

A contract is attached to the proposed Resolution authorizing the City Manager to enter into the contract.

RECOMMENDATION:

Adopt the attached Resolution appointing a Hearings Officer and authorizing the City Manager to sign the Hearings Officer Services Contract.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2020-_____

APPOINTING KEIZER HEARINGS OFFICER AND
AUTHORIZING CITY MANAGER TO ENTER INTO CONTRACT
WITH BREWER & COULOMBE, PC FOR HEARINGS OFFICER
SERVICES

WHEREAS, William (Fred) Wilson and the City entered into a Contract for
Services for the term January 1, 2015 through December 31, 2020;

WHEREAS, the Keizer Development Code gives the power to make certain land
use decisions to a Council-appointed Hearings Officer;

WHEREAS, the expedited land use division process requires the appointment of
a Hearings Examiner to hear such cases;

WHEREAS, a solicitation for qualified individuals interested in serving as
Hearings Officer was distributed on October 8, 2020;

WHEREAS, no responses were received, but Brewer & Coulombe, PC indicated
verbally was willing to serve as Hearings Officer/Hearings Examiner;

WHEREAS, staff recommends that the Council accept staff's recommendation
and appoint Brewer & Coulombe, PC as Hearings Officer;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that Brewer &
Coulombe, PC is appointed as Hearings Officer/Hearings Examiner.

1 BE IT FURTHER RESOLVED that the City Manager is authorized to enter into
2 the attached Contract with Brewer & Coulombe, PC to provide Hearings Officer services.

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

5 PASSED this _____ day of _____, 2020.

6

7 SIGNED this _____ day of _____, 2020.

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Mayor

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City Recorder

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CONTRACT FOR SERVICES KEIZER HEARINGS OFFICER

This Contract is entered into by and between the City of Keizer, an Oregon municipal corporation, hereafter called "City" and Brewer & Coulombe, PC., an Oregon professional corporation, hereafter called "Contractor". Contractor shall perform the services of Hearings Officer for the City during the term of this Contract. The Hearings Officer conducts quasi-judicial hearings on land use matters on behalf of the City Council, and makes decisions or recommendations supported by findings and conclusions. The Hearings Officer also conducts other hearings as provided by statute, ordinance, or at the direction of the City Council or City Manager. Contractor may be called upon to be Hearings Examiner in expedited land division hearings.

AGREEMENT:

SECTION 1. BASIS OF SERVICES. Contractor agrees that Contractor will provide services on an "assignment by assignment" basis and for a "not to exceed" fee based on the established rates as set forth herein. Contractor understands that City makes no guarantee as to the volume of work, if any, that will be assigned in any given contract year.

SECTION 2. MAINTAIN ATTORNEY STATUS. Contractor agrees that Contractor's attorneys will maintain active attorney status and membership in the Oregon State Bar. Contractor will immediately notify City of any disciplinary sanctions no later than ten (10) days following receipt of such sanction. Contractor shall pay any professional dues to comply with these requirements without reimbursement or pass through to City.

SECTION 3. TERM. Unless terminated as provided herein, this Contract shall be for the term January 1, 2021 through December 31, 2023. This contract may be renewed for two additional two-year terms.

SECTION 4. COMPENSATION. City shall pay Contractor for said services as follows:

1. All of Contractor's time for preparing for and conducting hearings, legal research and drafting decisions shall be billed at \$135.00 per hour for all actual time spent by Contractor's attorneys on such activities. The City acknowledges that any of the Contractor's licensed attorneys may act as Hearings Officer under this contract. Although Contractor's legal assistants may perform routine work, there will be no additional charges for legal assistants' time. Contractor will charge a one-hour travel time fee on all days in which travel to the City of Keizer is required. The second year of the contract, and each successive year, shall include a 3% annual fee increase. Contractor also agrees that Contractor shall familiarize itself with the Keizer Development Code, Keizer Comprehensive Plan, Keizer Station Master Plan (if appropriate), and other applicable land use regulations within the context of the case review and shall not be charged separately. Contractor agrees that the total amount billed will not exceed \$750.00 per case unless otherwise agreed to in writing by the City.
2. Contractor shall keep accurate and detailed records for the purpose of computing compensable time and shall submit said records to the City no later than the end of the next succeeding month in which the services were completed. Such records shall include the following information: description of service performed, to whom service

should be charged, date of service, time spent for each charge and each direct expense. The level of detail of this information shall be such that each charge is clearly understandable.

3. Payment shall be made by the City in lump sum within thirty (30) days of the invoice delivery.
4. Contractor shall not charge the City for any time that is not directly related to the case the Contractor is considering.

SECTION 5. SERVICES. Contractor agrees to perform the following services as Hearings Officer for the City:

1. Upon assignment of cases to Contractor by City, Contractor shall within three (3) days of assignment determine whether Contractor has any conflict of interest, bias, or prehearing contacts, with respect to the case or the parties thereof. If such condition exists, whether apparent or real, Contractor shall notify the City within the three day period, whereupon Contractor may decline the assignment or the City may withdraw the assignment. Contractor shall not charge the City for time spent in determining whether these conditions exist or for any time devoted to a case in which one of these conditions is later found to exist.
2. Contractor may visit the site of each land use case prior to preparation of his report, but shall not devote more than one (1) hour for each view, including travel time from City Hall to the site, unless otherwise approved by the City.
3. Contractor shall furnish all tools and equipment necessary to do the work specified herein.
4. After the initial hearing date has been scheduled, City staff shall provide required notice and Contractor shall conduct the hearings. Contractor shall conduct the hearings in a fair and efficient manner and may establish time limits for hearing participants. Hearings may be continued if necessary, but completion of hearings in a timely manner is of the essence. Contractor shall ensure that all applicable rules and guidelines are met. City staff, in a given case, may certify to the Contractor specific questions related to the case. In that event, Contractor shall specifically respond to each such question in the Findings, Conclusions, and Recommendations. Decisions and Recommendations of the Hearings Officer shall be in accordance with and based on Oregon law related to the subject of the hearing. Contractor shall interpret the applicable standards as they apply to the subject of the hearing. In addition, Contractor shall comply with all contested case procedures adopted by the City and with any of the applicable laws affecting hearing procedures. Other than determining compliance with the applicable criteria, Contractor shall consider only those issues raised by the parties.
5. Contractor shall prepare and submit to the City the original and one (1) copy of each Decision (e.g. Findings of Fact, Conclusions of Law and Decision) which shall include a list of Parties, rulings on motions and on admissibility of evidence, Findings of Fact, Conclusions of Law, a decision, and a statement for reasons for decision. Contractor shall file the Decision with the City on or before the 21st day following the conclusion of the hearing of each case. Contractor shall prepare the Decision consistent with the standards of good practice of the legal profession.
6. Contractor will meet periodically with the Community Development Director, Department Directors, and/or management staff to discuss procedures, rules, problems, and any matters that may be of concern to the Officer, the Council, the Directors, and/or staff.

7. Contractor may from time to time review and make suggestions to the Community Development Director for modifications to the Keizer Development Code as the Officer feels necessary.

SECTION 6. EVALUATION. Contractor's performance may be evaluated in accordance with the following guidelines and measures of effectiveness:

1. The logic of findings and conclusions and the reasoning of recommendations and decisions.
2. The decorum, demeanor and effectiveness of Contractor in the management and conduct of the proceedings assigned.
3. The efficiency, effectiveness and service demonstrated, including cost effectiveness, timeliness, and responsiveness.
4. Preparation of reports, including format, clarity, comprehensibility, timeliness, thoroughness, completeness, grasp of and responsiveness to the issues presented, and familiarity with and application of applicable and relevant criteria, policies, regulations, and/or law. Reports should be defensible on appeal to the City Council and further appeal bodies.
5. Availability for hearings normally scheduled in the evening on a regular monthly basis.
6. Provide decisions that are clearly and solely based on the applicable criteria of the City's comprehensive plan, applicable ordinances and development code.
7. Ability to provide all secretarial and clerical support for the preparation of decisions and distribution to the Applicant and City.
8. Ability to coordinate with City Staff to carry out the public hearing and decision making functions.
9. Ability to submit timely billings.

SECTION 7. HEARINGS OFFICER PRO TEM. Contractor agrees to provide services for all projects offered by the City unless multiple projects exceed Contractor's ability to complete the work within the required time frames. The City, at its sole discretion, can offer a project to a Hearings Officer Pro Tem if Contractor cannot perform within the required time frame and/or the City determines it is in the City's best interest to do so.

SECTION 8. CONTRACTOR NOT AN EMPLOYEE. Contractor will provide the services and labor specified in this Contract free from the direction and control of City, subject only to the accomplishment of specified results. Contractor is not currently an employee of City, nor under direction or control of City. Contractor may contract or serve others during the time Contractor is not specifically obligated to City.

SECTION 9. INDEPENDENT CONTRACTOR. Contractor is engaged as a totally independent contractor. Contractor will pay and be responsible for any and all federal and state taxes of whatever kind. Contractor will pay and be responsible for any and all social security, unemployment compensation and workers' compensation assessment, payments or taxes. Contractor will not be eligible for any fringe benefit payments or employee privileges from City.

SECTION 10. SUBCONTRACTS/ASSIGNMENT. Contractor shall not enter into any subcontracts for any of the work specified in this Contract without obtaining from City prior written approval. Contractor shall not assign or transfer his interest in this Contract without the prior written consent of City.

SECTION 11. TERMINATION. This Contract may be terminated by the mutual consent of both parties. City may terminate this Contract upon thirty (30) days notice or by Contractor upon ninety (90) days written notice.

City may terminate this Contract after ten (10) days written notice delivered to Contractor, if Contractor fails to provide the services called for in this Contractor, or if Contractor's failure to pursue the work endangers performance of this Contract in accordance with its terms, and Contractor fails to correct such failure within the ten (10) day period.

SECTION 12. 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 at such address as either party may provide to the other.

SECTION 13. INDEMNIFICATION. Each party shall save harmless, indemnify and defend the other party for any and all claims, damages, losses and expenses incurred by others to the extent that the same are caused by the negligence or misconduct of the party or the party's agents, officers or employees. Liability shall be limited to not more than the limits of liability set forth in the Oregon Tort Claims Act.

SECTION 14. PUBLIC RECORDS. Documents and records submitted by Contractor to the City, including this Contract, may be subject to public inspection under the Oregon Public Records Law, ORS 192.410 through 192.505.

SECTION 15. AMENDMENT. This Contract may not be amended or modified except in writing executed by all the parties to this Contract.

SECTION 16. LEGAL ACTIONS. This Contract shall be enforceable in Marion County, Oregon, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein.

If suit or action is taken to enforce any of the provisions of this Contract, the party prevailing therein shall be entitled to recover from the other such sum as the Court may adjudge reasonable as attorney fees therein, including any appeal thereof, in addition to all other sums provided by law.

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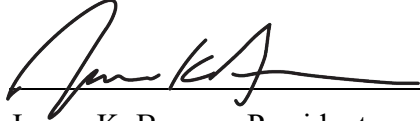
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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed below.

CONTRACTOR

BREWER & COULOMBE, PC.



James K. Brewer, President

December 8, 2020
Date

CITY OF KEIZER

Christopher C. Eppley,
City Manager

Date

APPROVED AS TO FORM:

Keizer City Attorney



MINUTES
KEIZER CITY COUNCIL
Monday, December 7, 2020
Keizer Civic Center, Virtual Meeting
Keizer, Oregon

CALL TO ORDER

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

Present:

Cathy Clark, Mayor
Kim Freeman, Councilor
Roland Herrera, Councilor
Daniel Kohler, Councilor
Laura Reid, Councilor
Elizabeth Smith, Councilor
Marlene Parsons, Councilor

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Bill Lawyer, Public Works Director
Shane Witham, Community Development
Tim Wood, Finance Director
Machell DePina, Human Resources
Tracy Davis, City Recorder

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

a. Volunteer of the Quarter Award – Trish Crenshaw

Mayor Clark read the staff report noting that Ms. Crenshaw was recognized at the November 19 Volunteer Coordinating Committee meeting. Councilors Freeman, Kohler and Herrera commended Ms. Crenshaw for her dedication and service to the City.

Mayor Clark acknowledged the passing of Dr. Selma Pierce, a great community leader who leaves a huge legacy of service, and expressed condolences to the family. Councilor Herrera added his condolences.

COMMITTEE REPORTS

a. Volunteer Coordinating Committee Recommendations for Appointment

City Manager Chris Eppley read his staff report stating that the Volunteer Coordinating Committee had recommended Melissa Martin for the Budget Committee and Michael DeBlasi, Jamie Davis and Rick Kuehn for the Traffic Safety/Bikeways/Pedestrian Committee.

Councilor Freeman moved that the Keizer City Council accept the Volunteer Coordinating Committee recommendation and appoint Melissa Martin to the Budget Committee and Michael DeBlasi, Jamie Davis and Rick Kuehn to the Traffic Safety/ Bikeways/Pedestrian Committee. Councilor Herrera seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Mayor Clark appointed herself as the Mid-Willamette Area Commission on Transportation representative for the 21-22 biennium with Councilor-Elect Ross Day as the alternate after he takes office in January.

Jeremy Grenz, Keizer, reported that the Planning Commission had discussed and passed amendments to the design standards for accessory structures and had cancelled their December meeting.

**PUBLIC
TESTIMONY**

Rich Rodriguez, Keizer, provided a Power Point presentation regarding CO² emissions and Keizer Sustainability.

**PUBLIC HEARING
a. 1360 Ivy Way
Sidewalk**

Mayor Clark opened the Public Hearing.

City Attorney Shannon Johnson summarized his staff report. Public Works Director Bill Lawyer provided clarification and fielded questions regarding owner responsibility, impact on the street, ADA requirements, and future improvements/repairs.

Mayor Clark listed the names of written testimony received and added to the packet for the record. Oral testimony in favor of removal of the sidewalk to preserve the trees was heard from *Rich Rodriguez* and *Barbara Hunter*.

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

Councilor Freeman moved that the Keizer City Council direct staff to prepare an Order to require removal of the broken up sidewalk only. Councilor Herrera seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**ADMINISTRATIVE
ACTION**

**a. RESOLUTION –
Adopting Keizer
Statement of
Values –
Justice, Equity,
Diversity, and
Inclusion**

City Attorney Shannon Johnson summarized his staff report.

Mayor Clark listed the names of written testimony received and added to the packet for the record.

Councilor Freeman moved that the Keizer City Council approve a Resolution Adopting Keizer Statement of Values – Justice, Equity, Diversity, and Inclusion. Councilor Herrera seconded.

Discussion followed regarding the title, getting input from the government leadership of the Native American tribes and possible litigation.

Mayor Clark offered a friendly amendment to take out line 25 and 26 on page 1 with the understanding that within the first quarter of 2021 a conversation with tribal leadership would be scheduled and an agreement on a statement be pursued.

Councilor Freeman did not accept the friendly amendment noting that

she did not feel comfortable excluding them.

Mayor Clark withdrew her request but suggested that additional conversations with tribal leadership would be helpful. Councilor Smith interjected that SuAnn Reddick, the volunteer historian for Chemawa Indian School, had indicated that as long as the words 'Tribal Nations' are capitalized she did not find the statement offensive.

Mayor Clark thanked everyone for their thoughtful emails and thanked Chief Teague for his input.

Motion passed unanimously as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: None (0)

**b. RESOLUTION –
 Initiating
 Legislative
 Amendments to
 the Keizer
 Development
 Code to
 Consider
 Amending
 Sections to
 Allow
 Composting
 Facilities in the
 General
 Industrial Zone**

Interim Community Development Director Shane Witham summarized his staff report. Discussion followed regarding other composting facilities.

Mr. Eppley added that the proposer wants to do organic compost mixes and then develop relationships with local wineries that are working toward producing organic products. He added that it is very early to determine if this specific user would end up on this property.

Councilor Freeman moved that the Keizer City Council adopt a Resolution Initiating Legislative Amendments to the Keizer Development Code to Consider Amending Sections to Allow Composting Facilities in the General Industrial (IG) Zone. Councilor Herrera seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: None (0)

Councilors Herrera and Freeman thanked staff for their proactive efforts in bringing business to Keizer.

**CONSENT
 CALENDAR**

- A. RESOLUTION – Authorizing the Public Works Director to Apply for All Roads Transportation Safety (ARTS) Grant for Traffic Signal Improvements/Modifications on River Road North
- B. RESOLUTION – Authorizing Finance Director to Enter into Agreement with PowerDMS for Software Services
- C. Approval of November 9, 2020 City Council Work Session Minutes
- D. Approval of November 16, 2020 City Council Regular Session Minutes

City Attorney pulled Item C of the Consent Calendar.

Councilor Freeman moved for approval of items A, B, and D of the Consent Calendar. Councilor Herrera seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Mr. Johnson made a correction on the Minutes of the November 9 Work Session Minutes.

Councilor Freeman moved to approve Item C of the Consent Calendar as corrected (delete "individuals can and"). Councilor Herrera seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

COUNCIL LIAISON REPORTS

Councilor Freeman announced that the West Keizer Neighborhood Association December meeting was cancelled but meetings would resume in January, reported on meetings and events she had attended and announced upcoming ones, urged everyone to support local businesses and thanked St. Edward volunteers for Thanksgiving Dinner and volunteers who put up the Christmas lights.

Councilor Kohler reported on various meetings and events in which he participated, provided details about the Keizer Community Dinner and announced upcoming meetings and cancellations.

Councilor Smith reported on efforts being made by the Council Rules and Procedures group and shared detailed information about recovery operations in the Detroit Lake area.

Councilor Reid provided details on efforts of the Council Rules and Procedures group and Community Dinner volunteers, urged everyone to support and give to organizations who help others, and reported on education progress at McNary.

Councilor Herrera reported on meetings and events he had attended and announced upcoming ones, congratulated the Woodburn Police Chief on his retirement, announced a free drive-through Covid-19 testing opportunity in Salem, thanked volunteers giving out meals and presents and thanked Council for the Inclusion Resolution. Councilors combined to wish Councilor Herrera a happy birthday.

Councilor Parsons reviewed meetings she had attended and announced future ones.

Mayor Clark reported on meetings and events she had attended, noted that many future meetings had been cancelled, thanked Mr. Eppley for his thorough LOC updates in his weekly reports, and reminded everyone to be safe, and practice social distancing, grace and love.

OTHER BUSINESS Councilor Freeman moved to suspend the rules to address an item not on the agenda. Councilor Herrera seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

City Recorder Tracy Davis summarized her staff report regarding accepting the results of the November 3, 2020 General Election.

Councilor Freeman moved that the Keizer City Council adopt a Resolution Accepting the Canvass of Election Votes from the November 3, 2020 General Election for the Keizer City Council Positions (Mayor and Positions No. 1, 2, And 3) and City of Keizer Measure 24-453 (City of Keizer New Home Rule Charter). Councilor Herrera seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Public Works Director Bill Lawyer pointed out that the new wrought iron fence around the Christmas tree was donated by Dave Walery and a local machine shop.

Interim Community Development Director Shane Witham announced that a Christmas tree was donated to the City and decorated by City Hall employees. He reported that he is on the Rules Advisory Committee for Climate Friendly and Equitable Communities which looks at transportation planning at a statewide level including some of the things that Mr. Rodriguez testified about earlier in the meeting. Keizer will be doing scenario planning and looking at overall strategies for greenhouse gas emission reduction. He added that he is anticipating getting an application for a restaurant in Keizer Station Area D soon.

Human Resources Director Machell DePina announced that she had signed up on behalf of the City to participate in the Vaccine Distribution Advisory Committee with the hope that perhaps the Community Center could be used as a distribution point.

Some discussion then took place regarding a group called 'Carrot Top' which looks at manufactured homes as possible affordable housing

stock. It was noted that Marion County Commissioner Willis, in charge of housing, might be the contact for more information.

Councilor Herrera reported that the family that was threatened for eviction was not evicted and is no longer being harassed.

WRITTEN COMMUNICATIONS

None

AGENDA INPUT

December 14, 2020 – 6:00 p.m. – Work Session

- City Council Goals (Zoom)

December 21, 2020 – 7:00 p.m. – Council Regular Session (Zoom)

January 4, 2021 – 7:00 p.m. – Council Regular Session (in person)

- Oath of Office – New City Council Members

January 11, 2021 – 6:00 p.m. – Council Work Session

- City Council Orientation Session

ADJOURNMENT

Mayor Clark adjourned the meeting at 8:56 p.m.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

Councilor #2 – Kim Freeman

Councilor #5 – Elizabeth Smith

Councilor #3 – Marlene Parsons

Councilor #6 – Daniel R. Kohler

Minutes approved: _____