CITY OF KEIZER MISSION STATEMENT

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

AGENDA

KEIZER CITY COUNCIL
REGULAR SESSION

Monday, October 15, 2012
7:00 p.m.
Robert L. Simon Council Chambers
Keizer, Oregon

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. 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.

5. PUBLIC HEARINGS

6. ADMINISTRATIVE ACTION

a. **RESOLUTION – Authorizing the City Manager to Execute Park Management Agreement with Keizer Youth Sports Association (KYSA) and Keizer Little League (KLL)**

b. **RESOLUTION – Supporting Re-Routing Willamette Valley Scenic Bikeway Through the City of Keizer**

c. **RESOLUTION – Supporting Plans for Placement of Plaque Commemorating Anna Maria Pittman on Property Owned by the City of Keizer**

7. CONSENT CALENDAR

a. **RESOLUTION – Authorizing the City Manager to Enter Into Lease Agreement with Ricoh USA Inc., formerly IKON Office Solutions, for Police Department Copier**

b. **RESOLUTION – Appointing Keizer Hearings Officer Pro Tem**

c. **RESOLUTION – Authorization for Expenditure of Sewer Acreage Fees**

d. Approval of September 10, 2012 Work Session Minutes

e. Approval of September 11, 2012 Work Session Minutes

f. Approval of September 17, 2012 Regular Session Minutes

g. Approval of October 1, 2012 Regular Session Minutes

8. COMMITTEE REPORTS

a. PROCLAMATION - United Way Day

9. 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.

a. New Business or Old Business Issues

10. WRITTEN COMMUNICATIONS

***To inform the Council of significant written communications*.**

11. AGENDA INPUT

November 5, 2012
7:00 p.m. – City Council Meeting
- **Public Hearing – Keizer Station Area C Master Plan**

November 13, 2012 (Tuesday)
5:45 p.m. – City Council Work Session

November 19, 2012
7:00 p.m. – City Council Meeting

12. ADJOURNMENT

Upon request, auxiliary aids and/or special services will be provided. To request services, please contact us at (503)390-3700 or through Oregon Relay at 1-800-735-2900 at least two working days (48 hours) in advance.

CITY COUNCIL MEETING: October 15, 2012

AGENDA ITEM NUMBER:_____

TO: **MAYOR CHRISTOPHER AND COUNCIL MEMBERS**

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

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

SUBJECT: **PARK MANAGEMENT AGREEMENT WITH KEIZER YOUTH SPORTS ASSOCIATION AND KEIZER LITTLE LEAGUE**

The City and Keizer Youth Sports Association (KYSA) entered into a Park Management Agreement in 2008. The contract terminated on July 31, 2012.

A Request for Proposal was produced and distributed. Both Keizer Youth Sports Association (KYSA) and Keizer Little League (KLL) provided proposals. Prior to the deadline outlined in the Request for Proposal, the City was approached by both Keizer Youth Sports Association and Keizer Little League regarding jointly managing, operating and maintaining Keizer Little League Park. Chris Eppley has met with both entities several times and negotiated the terms of a one-year management agreement which is attached to the enclosed Resolution for your review.

I have added a new section (Section 3) to indicate that although KYSA and KLL are independent entities, when acting jointly as the Manager of the fields they are required to maintain an independent and neutral view and if any if any issue arises in which they cannot agree then the matter must be determined by the City Manager. I have also added a similar phrase with regard to the obligation of the Director on Duty to act neutrally without regard to their affiliation with a particular group (Section 4(D)).

This one-year management agreement allows both KYSA and KLL to jointly manage, operate, and maintain Keizer Little League Park. During this period of time, the City, KYSA and KLL will evaluate the effectiveness of this joint arrangement and will continue to evaluate resources available to the entities for the upkeep of Keizer Little League Park. Some issues that may be in future agreements and budget discussions are outlined in Section 11 of the Agreement.

RECOMMENDATION:

Adopt the attached Resolution authorizing the City Manager to enter into the Park Management Agreement with KYSA and KLL.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2012-_____

AUTHORIZING CITY MANAGER TO EXECUTE PARK MANAGEMENT AGREEMENT WITH KEIZER YOUTH SPORTS ASSOCIATION (KYSA) AND KEIZER LITTLE LEAGUE (KLL)

WHEREAS, the City and Keizer Youth Sports Association (KYSA) entered into a Park Management Agreement effective November 1, 2008;

WHEREAS, the Park Management Agreement with KYSA terminated July 31, 2012;

WHEREAS, Keizer Youth Sports Association and Keizer Little League desire to manage, operate and maintain the Keizer Little League Park jointly as a public resource;

WHEREAS, the parties have negotiated the terms of an agreement and desire to enter into such Agreement for a one year period;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is authorized to execute the Park Management Agreement with Keizer Youth Sports Association and Keizer Little League, a copy of which is attached as Exhibit "A" and by this reference incorporated herein..

PASSED this _____ day of _____, 2012.
SIGNED this _____ day of _____, 2012.

_____
Mayor

_____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

PARK MANAGEMENT AGREEMENT

PARTIES:

CITY OF KEIZER, an Oregon municipal corporation (hereinafter "City")

KEIZER LITTLE LEAGUE, an Oregon non-profit corporation and ("KLL")
KEIZER YOUTH SPORTS ASSOCIATION, an Oregon non-profit corporation ("KYSA") (hereinafter "Manager")

RECITALS:

A. City owns real property and improvements located at 5245 Ridge Drive, Keizer, Marion County, Oregon consisting of approximately 21.4 acres and known as Keizer Little League City Park (hereinafter "Park").

B. City has need of services to manage, operate and maintain the Park.

C. KLL and KYSA desire to manage, operate and maintain the Park as a public resource, subject to KLL's and KYSA's use of the facilities as set forth herein.

D. This Agreement is intended to grant no property interest or lease rights to KLL, KYSA, or any third party that may result in the loss of property tax exempt status of the Park.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties do mutually agree as follows:

AGREEMENT:

1. Term. Unless terminated as set forth herein, the term of this Agreement shall be from November 1, 2012 to October 31, 2013.

2. Improvements. Manager agrees that all improvements on the premises are the property of City and are considered to be part of the premises that is the subject of this Agreement. Manager further agrees that all permanent improvements made upon the premises by Manager or any other person or entity after the date of this Agreement become part of the premises and the property of City. City shall not be liable for any costs, or materials and/or labor associated with the initial construction work or improvements made to the premises or personal property included in the premises or for any future improvements made to the premises except as expressly agreed to in writing by City. Manager shall not cause or permit any change in Park layout, any addition or deletion of

any permanent improvements, or any action on the part of Manager or permitted by Manager that affects the Park without the prior written consent of City. City reserves the right to make changes, additions and deletions with regard to any present or future improvements on the premises. If City chooses to make changes, additions or deletions with regard to the improvements, it shall give Manager one hundred and eighty (180) days notice prior to the proposed change. The parties may, by mutual consent, waive that one hundred and eighty (180) day period.

3. Manager Acts Neutrally. Manager consists of both KYSA and KLL, but Manager shall operate independently, neutrally, and objectively with regard to Manager's role in oversight and management of the Park without favoritism, bias, or prejudice to any particular individuals or user group. Should any issue or decision arise in which KYSA and KLL cannot agree, the matter shall be determined by the City Manager and the City Manager's decision shall be final, subject to the right of Manager to seek City Council ratification or approval pursuant to Section 4(ending).

4. Use and Conditions. Subject to the terms and conditions set forth herein, Manager agrees to manage the Park in its entirety for the term of the Agreement as follows:

A. Authorized representatives of Manager and City will meet at least twice a year to review the overall management of the Park. The City of Keizer Public Works Director or designee shall be a "Liaison" of the City to the KLL Board and KYSA Board and shall be informed of all scheduled meetings of the Boards.

B. Manager will maintain all Park scheduling oversight year-round and retain all rental revenue from outside use of the facility to offset a portion of the costs in maintaining the facility. Field usage will be shared on an equitable basis by Keizer-based youth organizations in accordance with the Outside Use Facility Reservation Policy. The Policy that shall apply for the 2013 season is attached as Exhibit "A". Such Policy (except for field usage rates) shall not be changed without the written consent of the Public Works Director/designee. KLL and KYSA shall provide a budget each year for City Council approval. All field usage rates shall be approved by Council on an annual basis. Keizer Youth Sports Association and Keizer Little League shall not pay individual field usage rates, but instead, shall pay a proportionate share of expenses pursuant to the approved budgets.

Notwithstanding any of the above provisions, any individuals not affiliated with groups or organized teams may use the Park or individual fields at any time the Park is open if such use does not interfere with the priority or reserved use, cause safety concerns, or cause undue wear and tear in Manager's reasonable discretion.

C. Keizer Little League Park may be open after sunset where fields are appropriately lighted from February 1 to October 31 Monday through Saturday. The Park will close and the lights will be off at 11:00 p.m. Other than the lighted fields, the Park shall close as specified in Keizer Park Regulations. No power equipment shall be operated at the Park between 10:00 p.m. and 7:00 a.m. Compliance with this condition does not exempt such activity from application of the Keizer Noise Ordinance.

D. In order to provide better lines of communication for day-to-day concerns during the Manager season, Manager shall provide City a written list of the schedule with the names and contact phone numbers for the "Director on Duty" as well as the alternate. Any updates or amendments to such list shall be promptly given in writing by Manager to City. Manager shall also provide a current roster of all officers and personnel along with appropriate contact information. The Director on Duty shall have authority to represent Manager and to speak directly to City personnel and address problems raised by City personnel or others that require timely resolution. The Director on Duty shall at all time act neutrally, fairly, and objectively without regard for the Director's affiliation with any organization. The Director's duty shall be for safe and fair management of the Park. City shall contact the KYSA and KLL presidents on matters that do not require immediate resolution. KYSA and KLL presidents shall have authority to bind Manager on any and all issues, except those issues which would require an amendment of this Agreement.

E. KYSA and KLL shall provide to the City a list of contact people from their organizations annually, as well as, upon any significant change, including but not limited to the President, Vice President, Secretary, Treasurer and two other individuals who may or may not be a current board member but who are active within the organization. The list should include names, phone numbers, mailing address, and the authority of the individual within the organization. Each organization will also provide the City with an annual activity schedule by April 1 each year. The City shall be informed in writing of all updates or changes to the schedule as they occur.

F. Manager shall develop volunteer opportunities for individuals and groups. All volunteers must be qualified for the particular volunteer project and may be required to undergo a criminal background check. Though not a requirement, one of the goals of volunteer labor is to reduce the cash outlay for field maintenance expenses, thereby reducing future field usage rates. In addition, Manager will use its best efforts to create opportunities for group users to provide labor, materials and/or services in exchange for credits against future field use fees.

Complaints from either members of the public, users of the Park or others shall be first submitted in writing to Manager. Complaints shall not be submitted to the City.

Manager shall have a reasonable period of time to remedy or otherwise respond depending on the nature of the complaint. If the remedy or response is not satisfactory to the complainant, the complainant may request the City Manager or designee to review the matter.

In the event of a dispute, the decision of the City concerning the use, operation or management of the Park shall be final and binding. The City reserves the right to make final determination on all policies and procedures relative to the operation and management of the Park, but specifically excluding any management or operation of the KLL program and KYSA program. Manager shall have no right, without prior written approval of the City, to use or authorize the use of the Park for any other purposes other than baseball, softball, soccer, football or other sporting events.

The City, acting through the City Manager, reserves the right, in its sole discretion, to cancel, terminate or interrupt any event, and cause one or more patrons to be dismissed during any event, if necessary to protect the public or property. However, no action shall occur without consultation with the Director on Duty. City shall not be liable to Manager or any third parties for any loss or damages by any such determination or action by the City Manager, or his/her designee taken in good faith for the benefit or protection of the City and the public generally, or the protection of the Park.

Manager may request ratification by the City Council of any actions by the City Manager, and may require any continuing actions by the City Manager to be approved formally by the City Council.

5. Maintenance. Manager shall, throughout the term of this Agreement, at its own cost and without any expense to City, keep and maintain the entire premises, including all improvements thereto, in good, sanitary and neat order, condition and repair throughout the entire year. Manager covenants and warrants that Manager will leave the premises in good, sanitary and neat order, to the satisfaction of City upon termination of this Agreement. City shall not be obligated to make any repairs or in any way maintain the premises at any time throughout the term of this Agreement. Notwithstanding the above, in the event a repair, maintenance or improvement is required by law only because the subject property is a City park and said repair, maintenance or improvement would not have been required if the property were owned by Manager, then the cost of such repair, maintenance or improvement shall be the sole responsibility of City.

The City shall endeavor to identify and fund capital improvement projects at the Park using Parks Systems Development Charges and other sources of funding. Nothing contained herein shall obligate or bind the City to any specific project or funding.

All net revenue earned by Manager and generated directly from the use of the facilities shall only be used for field maintenance expenses and capital improvements. No other use of the facility-generated revenue shall be permitted. Such revenue shall

include, but not be limited to outside use payments, net tournament income, net field-related sponsor income, and net concession income.

6. Maintenance Standard. Manager agrees to perform all maintenance of the premises including all improvements, at its own cost throughout the calendar year during the term of this Agreement. Such maintenance shall include the following:

A. Supervision - Manager shall direct and guide the efforts and use of all maintenance workers, equipment and materials to manage the ball field complex and to maintain it in proper order and form.

B. Vandalism - Manager shall monitor and repair any and all vandalism to turf, water systems, and "dugout" structures. The City shall repair vandalism to all other buildings, fencing, and other structures or facilities.

C. Turf Maintenance - Manager shall maintain the turf in good husband-like manner and shall do at least the following

1. Conduct weed and grass control around fences, backstops, buildings, parking lots, skinned infields, foul lines, etc.

2. Mow, fertilize and control weeds in all turf areas as necessary. All chemicals and fertilizers shall be applied by a State of Oregon Licensed Applicator. The City shall be advised in writing at least 48 hours in advance of all applications as to the type and time of application.

D. Water Systems - Manager shall maintain and repair the water system and irrigate as necessary. Potable water samples will be taken at required intervals by the City of Keizer Water Department at the expense of the City.

E. Structural - Manager shall maintain, repair and paint as necessary all backstops, bleachers, dugouts, score keeping stands, fences, barriers, signs, parking lots, and other property and improvements.

F. Ball Field Maintenance - Manager shall provide maintenance to all ball fields:

1. Drag and scarify field.

2. Add soil or sand to the infield as needed.

3. Provide all the necessary material and equipment to provide this service during the playing season.

G. Restroom/Portable Toilets – Manager shall maintain, repair and clean the permanent restroom facilities from April 1 through July 31 each year. City shall provide sufficient chemical toilets during this same period for use by the public. City shall be responsible for servicing the chemical toilets on a regular basis.

H. General Housekeeping - Manager shall remove and dispose of all litter and garbage and keep the area in a clean and safe condition. In addition to the above, Manager shall at all times, during the term of the Agreement, maintain the premises, and all property and equipment brought onto the premises by Manager or used by Manager on the premises, in a safe condition. If at any time during the term of this Agreement it appears to City that any maintenance or repairs as outlined above are needed on the premises, City shall notify Manager in writing. City shall give Manager thirty (30) days to perform the requested maintenance or repair. If Manager fails to perform as required by City, City may do the necessary repairs or maintenance and any reasonable costs incurred by City shall be paid by Manager within thirty (30) days after written demand for payment has been delivered to Manager. Election by City hereunder to do the necessary repairs or maintenance and charge the cost to Manager shall not prohibit City from electing to declare Manager in default pursuant to the provisions of this Agreement. Nothing contained on this paragraph shall be construed to relieve Manager of its responsibility for diligence and maintenance.

I. Damage. Manager shall immediately give notice to City of any and all damage or potentially dangerous situation, however caused. Such notice shall be given both by phone calls and emails as follows:

Bill Lawyer 503-856-3555 – LawyerB@Keizer.org
Tracy Davis 503-856-3412 – DavisT@Keizer.org

For after hour notifications, notice shall be given as outlined above, as well as phone call to 503-393-1608.

7. Concessions. Manager shall have the exclusive right to operate concession stands located on the premises subject to the following policies:

A. Manager may, at its sole cost and expense, develop, operate, and maintain a food and drink concession stand on the premises available to the general public. Manager shall not sell any alcoholic beverages on the premises.

B. Manager shall not assign or subcontract its concession rights or any interest therein without the written consent of the City, and any such assignment or subcontract without written consent shall be void and shall at the option of the City, terminate this Agreement. Manager may contract for the operation of concession stands without City's consent, provided however, Manager shall set all charges and hours of operation.

C. Manager shall at all times conduct its operations and assure that the operations of all subcontractors and employees are conducted in full compliance with all applicable laws, ordinances and administrative regulations of federal government, the State of Oregon, Marion County, the City of Keizer, and the agencies of any and all of them. Any license or certificate required by such authorities as the Marion County Health Department and others, must be obtained and posted at all times.

D. All foods, drinks, beverages, confections, refreshments, etc., sold or kept for sale by Manager shall conform to all applicable food laws, ordinances, and regulations in all respects. No adulterated, misbranded, deceptively labeled, or impure articles shall be sold or kept for sale by Manager. All merchandise kept on hand shall be stored and handled with due regard for freshness and sanitation.

E. The City shall have the right, at any time during period of concession operation, to enter any part of any structure or mobile facility, and conduct whatever inspection City deems necessary to insure compliance with this Agreement.

8. Licenses and Taxes. Manager shall obtain and pay for all licenses and permits required for operation on the Park; shall pay all ad valorem real and personal property and excise taxes, if any or any tax that might be levied upon the Park as a result of this Agreement or for any other reason resulting from operation of the Park; and shall pay all royalties arising from the sale of patented, copyrighted material or trademarks in its operation. Manager shall indemnify City and hold City harmless from any and all costs or damages of any kind under this section.

9. Utilities. City shall provide water and sewer services to the Park without charge to Manager. Manager shall pay all charges for garbage collection (including provision for garbage cans and dumpsters), and other utilities on the premises. Manager shall pay all charges for temporary and permanent utility hookups, connections, or installations. City shall pay all charges for electricity, with the exception of the share of electricity due to lighting of the fields, which shall be reimbursed to City by Manager on a monthly basis.

Manager shall be responsible for all maintenance, refurbishment, and repair for all of the permanent infrastructure and improvements as set forth in the Physical Assets list attached as Exhibit "B" and by this reference incorporated herein.

10. Security. It will be the responsibility of Manager to maintain adequate security on the premises. The City will furnish no more than the normal and routine police protection as provided in any park, subject to demands for police throughout the City from time to time. Manager will furnish the City with the appropriate keys or combinations to enter all areas of property which may be secured. All keys will be registered and can only be duplicated by either of two individuals. One individual as designated by Manager, the other will be the Public Works Director. A complete list of all individuals having keys to the premises shall be provided to City.

11. Subsequent Agreements. Without binding any party in any way, the City and Manager anticipate there will be subsequent agreements between the parties or a successor entity of Manager beginning November 2013. It is generally anticipated that the following will the basis for such subsequent agreements:

A. City implements weekly mowing schedule. The City will maintain the grass surfaces consistent with maintenance of other parks.
B. City takes responsibility for maintenance of buildings and other assets and puts them into maintenance schedule.
C. City takes over restroom maintenance and cleaning.
D. City pays for all utilities, except that the parties shall share the electricity due to lighting of the fields, which shall be reimbursed to City on a monthly basis.
E. KYSA/KLL co-manage baseball program.
F. KYSA/KLL maintains fields at a higher level if they desire at their own expense.
G. KYSA/KLL stripe fields, rake base paths, infields, etc.
H. KYSA/KLL allows City to utilize their mower and City helps maintain mower based on prorata hourly usage.

12. Naming. Manager may propose the naming of any existing or future monuments, statues, buildings, structures and fields. Final approval of such proposed names shall be in the sole discretion of the Keizer City Council, following recommendation by the Parks and Recreation Advisory Board.

13. Discipline and Control. Subject to prior approval as required elsewhere herein, selection, compensation, direction, discipline, and control of Manager's employees, agents, volunteers and subcontractors shall be the sole responsibility of Manager. Manager shall be responsible for removing from the premises any employee, agent, volunteer or subcontractor who is disorderly, dishonest, dangerously careless, or any person violating any law, ordinance, or regulation.

The Director on Duty has authority to eject such persons as authorized representative of Manager.

14. Insurance. City will insure all buildings and improvements on the property against loss or damage by fire or other hazard. The City will not insure or replace building contents or personal property owned by Manager, KYSA or KLL.

KYSA and KLL shall maintain in effect throughout the term of this Agreement for all KYSA and KLL activities, personal injury and property damage liability insurance of at least two million dollars covering the premises. Such insurance shall specifically insure KYSA and KLL against all liability assumed by it thereunder, as well as liability imposed by law. City, its officers, agents, contractors, and employees shall be named as an additional insured on any such policy of insurance procured by KYSA and KLL as required under this Agreement. City, KYSA, and KLL will require personal injury liability insurance of at least one million dollars naming the City, its officers, agents, contractors, employees, and Manager as additional insured for other groups using the Keizer Little League City Park for any organized event. Standard certificates of insurance shall be provided to the City by March 1 each year this Agreement is in force.

15. Indemnification and Hold Harmless. Manager shall be responsible for and shall pay and discharge any and all claims of any nature whatsoever under this Agreement or Manager's use or management of the Park. Manager shall indemnify, defend, and save harmless the City and its officers, agents, and employees for and against any and all loss damage, injuries, action, causes of action, or liability of any kind whatsoever resulting from or arising out of the condition of the premises, products sold, and all operations, activities, or undertakings of Manager or any of Manager's employees, agents, volunteers or independent contractors. Notwithstanding the above, if City directly authorizes an activity by any party other than Manager during the period of this Agreement, this paragraph shall not apply to claims arising out of that activity.

16. Assignment and Subcontracting. Manager shall not assign or transfer this Agreement, or any interest thereon. Any such assignment shall be void, and shall, at the option of the City, terminate this Agreement. Manager shall not subcontract any of its responsibilities hereunder without the express written consent of the City.

17. Default. Upon failure by Manager to perform any term, condition, or covenant of this Agreement within thirty (30) days after written notice from City has been sent by regular mail, addressed to both:

Keizer Youth Sports Association Inc. P.O. Box 20033 Keizer, Oregon 97307	Keizer Little League PO Box 20572 Keizer, Oregon 97307

and also to the Representatives provided to the City as required in section 3(E) of this Agreement, specifying the nature of the failure with reasonable particularity, City shall have the option to declare Manager to be in material breach and default hereunder and shall enable City to pursue its legal remedies including but not limited to those referred to

in this Agreement. If the failure is of such a nature that it cannot be completely remedied within the said thirty (30) day period, the failure will not be a default if Manager begins correction of the failure within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to correct the failure as soon as possible.

18. Remedies. Upon default, and after the notice period described above, City may elect to terminate this Agreement and bring an action to recover any damages suffered by City as a result of Manager's actions or as a result of any breach by Manager of any term, covenant or condition of this Agreement.

19. Audit. The City, at its' sole expense, may audit any and all Manager records. Manager shall cooperate in all respects. Should such audit disclose material discrepancies, the City may terminate this Agreement at its' option.

20. Attorney Fees. If suit or action is instituted to enforce or interpret this Agreement or in conjunction with any claim or controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the Court may adjudge reasonable as attorney fees at trial and on appeal of the suit or action.

21. Amendments. Amendments to this Agreement shall be recognized only if reduced to writing and executed by formal action of the Board of Directors of both Keizer Youth Sports Association and Keizer Little League, and by formal action of the City Council of the City of Keizer.

22. Relationship of the Parties. The City and Manager have entered into this Agreement for the purpose of establishing an independent contractor relationship between the City and Manager. This Agreement is not, nor should it be construed as, a lease or an agreement in the nature of a lease. No covenant of quiet enjoyment shall be implied in this Agreement. It is further understood and agreed by and between the parties that nothing herein shall constitute or be construed to be an employment, partnership, joint venture, or joint employer relationship between the City, its successors or assigns on the one part, and Manager, its successors or assigns on the other part.

Manager has no property interest or possessory interest in the Park. Manager shall have the right to use the Park pursuant to the terms in this Agreement.

23. Non-Discrimination. Manager agrees not to discriminate against any employee or applicant for employment because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services, or privileges offered to or enjoyed by the general public.

24. Agreement. This Agreement is the entire, final and complete agreement of the parties and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the date first above written.

CITY:

CITY OF KEIZER

By:_____
City Manager

KYSA:

KEIZER YOUTH SPORTS ASSOCIATION

By:_____
President

By:_____
Secretary

KLL:

KEIZER LITTLE LEAGUE

By:_____
President

By:_____
Secretary

2013 Outside Use Facility Reservation Policy
Keizer Little League Park

Keizer Youth Sports Association (KYSA) and Keizer Little League (KLL) have been designated by the City of Keizer as the Manager of Keizer Little League Park. KYSA and KLL jointly manage all facets of the facility including the allocation of all field space. "Manager" means KLL and KYSA acting jointly. 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 3/1/13 to 8/30/13
(Requested 3/1/13 or earlier)

1. A request for specific field use slots must be received by **3/1/13** 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 Youth Sports Association, 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 KYSA and KLL 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 **3/21/13** along with notice of the balance due for the confirmed

scheduled field use slots. The balance due must be received by **4/3/13** 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 3/1/13 to 8/30/13 (Requested After 3/1/13)

1. Requests for field slots received **after 3/1/13, or** that do not include the required amount of deposit by 3/1/13 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 Youth Sports Association, 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 8/31/13 to 12/31/13

1. A request for specific field use slots must be received by **8/7/13** to be considered in the initial allocation of field use slots for this period. The request should specify the number of slots being requested for each field and the range of dates the field use is

desired. More specific requests (specific dates and times) will be considered but not guaranteed. Requests received after 8/7/13 and/or that do not include the required deposit will be considered only after the initial allocation of field use slots is completed and 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 Youth Sports Association, Keizer Little League and the City of Keizer as additional insureds must be received along with the initial request for field slots.
4. Intended and actual use of individual fields must be in accordance with the designated use of the specific field unless specifically authorized in advance by Manager (i.e. softball use only on fields 2, 4 and 10).
5. Initial field use slot allocation will be determined after consideration of tournaments. Allocation will be determined using each of the following criteria: 1) the overall capacity of the facility for the type and size of field(s) requested, 2) the range of dates selected, 3) the number of verified Keizer based participants in your organization specific to each individual field use request in comparison to the number of verified Keizer based participants of other organizations requesting the same field usage including KYSA and KLL participants, and 4) youth participant organizations will take precedence over adult participant organizations.
6. Every effort will be made to accommodate all field use slot requests subject to the facility's overall capacity. At the discretion of Manager, fields comparable to the fields requested may alternatively be scheduled or alternative dates/times may be provided to accommodate the overall scheduling of the facility.
7. Confirmed initial field slots including the specific field, date and time will provided by **8/21/13** along with notice of the balance due for the confirmed scheduled field use slots. The balance due must be received by **8/31/13** 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.

Field Usage Rates (all seasons)

Fields 1, 9 and 12	$30

Rates are per field, per slot and for a 120 minute period.

Fields 2, 3, 4, 5, 7, 8, 10 and 11	$40

Rates are per field, per slot and for a 150 minute period.

Field 6 (without any use of field lights)	$50
Field 6 (with use of lights)	$135

Rates are per field, per slot and for a 180 minute period.

Field usage rates take into account the exclusive use of the field for the designated period, the amount of wear and tear and the materials and resources needed to accommodate desired use. Rates apply to all games or practices except practices conducted prior to 3/28/13 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.

See the Satellite View of the facility on KYSA's web site (www.keizeryouthsports.org) to view the configuration of the fields. Note, Field 10 is now "skinned" and configured for softball.

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 2013 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: scheduling@keizeryouthsports.org 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:

KYSA
PO Box 20033
Keizer, Oregon 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 2013 season.

Requesting Organization

Responsible Party for Requesting Organization _____

Title of Responsible Party in Organization _____

Date Signed _____

Exibit "B"

Little League Park Fixed Assets

FIELDS	ASSETS
1	Backstop
	Bleachers (2)
	Dugouts (2)
	Scoring Stand
	Field Fencing (890')
2	Backstop
	Bleachers (2)
	Dugouts (2)
	Scoring Stand
	Field Fencing (860')
	Scoreboard
3	Backstop
	Bleachers (3)
	Dugouts (2)
	Scoring Stand
	Field Fencing (730')
4	Backstop
	Bleachers (4)
	Dugouts (2)
	Scoring Stand
	Field Fencing (789')
	Scoreboard
	Concrete Retaining Wall (189')
5	Backstop
	Bleachers (4)
	Dugouts (2)
	Scoring Stand
	Field Fencing (744')
	Scoreboard
6	Backstop
	Bleachers (2)
	Dugouts (2)
	Scoring Stand
	Field Fencing (1305')
	Scoreboard
	Concrete Retaining Wall (394')
	Utility Shed
	Field Lighting 6 Poles
7	Backstop
	Bleachers (3)
	Dugouts (2)
	Scoring Stand
	Field Fencing (736')
	Scoreboard
8	Backstop
	Bleachers (5)
	Dugouts (2)
	Scoring Stand
	Field Fencing (667')
	Scoreboard
9	Backstop
	Bleachers (1)
	Field Fencing (520')
10	Backstop
	Bleachers (2)
	Dugouts (2)
	Field Fencing (760')
11	Backstop
	Bleachers (1)
	Field Fencing (580')
12	Backstop
	Bleachers (1)
	Field Fencing (740')
Misc	Fieldhouse and Storage
	Concession Stand
	Bathroom Facility
	Pump House
	Covered Structure by #1/#3
	Bike Rack
	Flag Pole (2)

CITY COUNCIL MEETING: October 15, 2012

AGENDA ITEM NUMBER:_____

TO: **MAYOR CHRISTOPHER AND COUNCIL MEMBERS**

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

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

SUBJECT: **RE-ROUTING A PORTION OF THE WILLAMETTE VALLEY SCENIC BIKEWAY**

At the last meeting, Eamon Bishop and Doug Parrow appeared with a request that the City endorse a proposed revision of a portion of the Willamette Valley Scenic Bikeway.

The reason for this revision is to avoid the narrow and dangerous Liberty Street/Commercial Street corridor directly South of Keizer and avoid the dangerous and congested traffic grid in downtown Salem.

Since the actual designation of the route for the Willamette Valley Scenic Bikeway is in the purview of the Oregon State Parks and Recreation Department, the City's involvement is one of support and endorsement.

RECOMMENDATION:

Adopt the attached Resolution supporting the revision to the bike route which is described within such Resolution.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2012-_____

SUPPORTING RE-ROUTING WILLAMETTE VALLEY SCENIC BIKEWAY THROUGH THE CITY OF KEIZER

WHEREAS, Doug Parrow, representing the State Scenic Bikeways Advisory Committee, approached the Keizer Traffic Safety/Bikeways/Pedestrian Committee (TBPC) requesting support for a re-routing of a portion of the Willamette Valley Scenic Bikeway within the City of Keizer;

WHEREAS, the City Council has considered the matter and agrees that it is appropriate to endorse and support such proposed re-routing which is ultimately a decision of the Oregon State Parks and Recreation Department;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Council endorses a re-routing of a portion of the Willamette Valley Scenic Bikeway within the City of Keizer as follows:

Continuation of existing route from Windsor Island Road (N City limits) and then south along Shoreline Drive.

East from Shoreline on Manbrin Drive (this portion of revision allows cyclists a controlled intersection crossing at River Road/Manbrin).

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

South from Manbrin on Cherry Avenue (this portion of the revision allows cyclists a controlled intersection crossing at the Salem Parkway, as well as giving exposure of Keizer businesses on Cherry Avenue to cyclists).

PASSED this _____ day of _____, 2012.

SIGNED this _____ day of _____, 2012.

_____
Mayor

_____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

CITY COUNCIL MEETING: October 15, 2012

AGENDA ITEM NUMBER:_____

TO: **MAYOR CHRISTOPHER AND COUNCIL MEMBERS**

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

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

SUBJECT: **RESOLUTION SUPPORTING PLANS FOR PLACEMENT OF PLAQUE COMMEMORATING ANNA MARIE PITTMAN ON PROPERTY OWNED BY CITY OF KEIZER**

Representatives from the local chapter of Daughters of the American Revolution approached Council on September 17, 2012 regarding placement of a plaque on property near the Heritage Center commemorating Anna Marie Pittman. The representatives were directed to approach the Keizer Points of Interest Committee (KPIC).

The representatives approached KPIC on September 25, 2012 and KPIC moved to recommend approval to the City Council. KPIC asked the Council on October 1, 2012 to support the plans for placement of a plaque commemorating Anna Marie Pittman on property owned by City of Keizer leased to the Keizer Heritage Foundation.

The sample plaque is attached to the enclosed Resolution. The Resolution accepts and supports the plans and allows placement of the plaque at a location on the leased ground as directed by the Keizer Heritage Foundation. The Resolution does not authorize expenditure of any funds; the expenses as I understand will be paid by grant funds acquired by the Daughters of the American Revolution.

RECOMMENDATION:

Adopt the attached Resolution supporting plans for placement of plaque commemorating Anna Marie Pittman on property owned by City of Keizer.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2012-_____

SUPPORTING PLANS FOR PLACEMENT OF PLAQUE COMMEMORATING ANNA MARIA PITTMAN ON PROPERTY OWNED BY CITY OF KEIZER

WHEREAS, the Keizer Points of Interest Committee (KPIC) was established by the Keizer City Council in 2007;

WHEREAS, KPIC recommends plans for the placement of a plaque commemorating Anna Maria Pittman on City-owned property leased to Keizer Heritage Foundation;

WHEREAS, Keizer Heritage Foundation desires that the placement of the plaque be located near the Keizer Heritage gazebo;

WHEREAS, Daughters of the American Revolution and the local chapter of Daughters of the American Revolution will provide all associated costs for the sign, stone column and installation with grant funds for the project;

WHEREAS, the Keizer City Council has considered the request and wishes to support the proposal;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the attached sample plaque is hereby accepted and supported by the City Council.

BE IT FURTHER RESOLVED that any and all expenses connected with the production and placement of the plaque shall be paid by grant funds acquired by the Daughters of the American Revolution and the local chapter of Daughters of the American Revolution and not from City funds.

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

BE IT FURTHER RESOLVED that the final plaque is to determined and approved by the City Manager and its placement on City-owned property leased by Keizer Heritage Foundation be determined and approved by the Keizer Heritage Foundation.

PASSED this _____ day of _____, 2012.

SIGNED this _____ day of _____, 2012.

_____
Mayor

_____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

Oregon Pioneer

ANNA MARIA PITTMAN

1803 - 1838

Anna emigrated in 1836 from New York State via Cape Horn and the Sandwich Islands (Hawaii) to Oregon.

She sailed up the Columbia River and was carried by canoe up the Willamette to Mission Bottom on the north side of the Keizer area.

On July 16, 1837, Anna became the first white woman to be married in Oregon (to fellow missionary Jason Lee). She was also the first white woman to give birth in Oregon.

Very active in schooling and caring for Indian children at the Willamette Mission, Anna died soon after giving birth to a son, who also survived only briefly.

Mother and son were buried in a single grave.

Memorial courtesy of
Anna Maria Pittman Chapter, D.A.R.
Corale Goesch, Regent

©International Bronze Plaque Company...Since 1936

COUNCIL MEETING: October 15, 2012

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THROUGH: Chris Eppley, City Manager
Susan Gahlsdorf, Finance Director

FROM: Bill Hopkins
Network Administrator

SUBJECT: Four year contract approval with Ricoh USA Inc., formerly known as Ikon Office Solutions

BACKGROUND: The lease for the Keizer's Police copier is at the end of its 4-year agreement with Ikon Office Solutions.

ISSUE: Two options are available, continue to lease the copier on a month to month basis, or sign a new agreement. The current Keizer's Police copier lease costs the city $356.71 per month. By agreeing to a new 4-year lease with Ricoh USA Inc. at $282.19 per month the City of Keizer will save over $800.00 per year.

FISCAL IMPACT: The copier will cost $282.19 a month or $3386.28 a year. This expense is covered by existing budget appropriation.

RECOMMENDATION: Staff recommends the City Council approve the four-year contract with Ricoh USA Inc., formerly known as Ikon Office Solutions.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2012-_____

AUTHORIZING THE CITY MANAGER TO ENTER INTO LEASE AGREEMENT WITH RICOH USA INC., FORMERLY IKON OFFICE SOLUTIONS, FOR POLICE DEPARTMENT COPIER

WHEREAS, the City of Keizer has been utilizing a leasing program for copier machines for the last few years;

WHEREAS, the copier lease for the Police Department is at the end of its four-year agreement with IKON Office Solutions;

WHEREAS, a new four-year lease agreement has been negotiated with Ricoh USA Inc., formerly Ikon Office Solutions, for a new leased copier;

WHEREAS, the lease agreement has been included in the approved 2012-2013 fiscal year budget and will be included in upcoming fiscal year budgets until paid in full;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is hereby authorized to sign the Purchase Order for a four-year lease agreement with Ricoh USA Inc. as outlined on the attached Purchase Order.

PASSED this _____ day of _____, 2012.

SIGNED this _____ day of _____, 2012.

_____
Mayor

_____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

City of Keizer

P.O. Box 21000
Keizer, Oregon 97307-1000
Phone: 503-390-3700

Purchase Order Number

IT-_____

TO
Ricoh USA INC.
PO Box 650073
Dallas, TX 75265-0073

SHIP TO
City of Keizer
C/O: Bill Hopkins
930 Chemawa RD NE, Keizer, OR 97303

PLEASE ENTER OUR ORDER FOR THE FOLLOWING:

DATE REQUIRED	SHIP VIA	TERMS	ACCOUNT OR JOB NO.	ORDER DATE

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Ricoh Aficio MPC5502A as described below	$282.19	$282.19

- This purchase is for Rentals under Pricing Option C under RFP No. 08-1160 and the Portland Public Schools, School District No. 1J, Multnomah County, Oregon Standard Services Contract No. GS56344 as amended by Amendment 1 dated March 30, 2009 and these terms and conditions apply to this purchase order and take precedence over all other conflicting terms and conditions, express or implied.
- City of Keizer fiscal year is July 1 – June 30
- Total purchase price: $282.19month / 48 month rental
- Total of monthly base charges for 48 month term: $13545.12
- Service/supplies cost per copy rate: 0.0085 per B/W impression, 0.0550 per Color impression
- Ricoh Aficio MPC5502A - $199.35 per month
- SR3120 Stapling Finisher - $35.16 per month
- Bridge Unit BU3060 - $2.31 per month
- LCIT PB3140 High Capacity Drawer - $17.47 per month
- 2/3 Hole Punch Unit Type PU3030 - $11.42 per month
- Powerfilter DIG QC 102/15 - $3.28 per month
- Fax Option Type C5502 - $13.20 per month

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

PLEASE SEND _____ COPIES OF YOUR INVOICE

Christopher C. Eppley PURCHASING AGENT

PURCHASE ORDER

CITY COUNCIL MEETING: October 15, 2012

AGENDA ITEM NUMBER:_____

TO: **MAYOR CHRISTOPHER AND COUNCIL MEMBERS**

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

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

SUBJECT: **RESOLUTION APPOINTING HEARINGS OFFICER PRO TEM**

The Keizer Development Code provides for Hearings Officers to be appointed by the City Council. Jeffrey B. Litwak's contract for Hearings Officer services has expired and Mr. Litwak has given notice that he is unable to renew the contract.

Staff is working on the development of a solicitation for qualified individuals interested in serving as Hearings Officer and that solicitation will be distributed soon. In the meantime, an appointment of a Hearings Officer Pro Tem is necessary to make expedited land use decisions as outlined in the Keizer Development Code.

I have attached a resume for Cynthia L. Domas. Staff is recommending the appointment of Ms. Comas as Hearings Officer Pro Tem to serve until the solicitation process is complete and Council adopts a new Hearings Officer.

RECOMMENDATION:

Adopt the attached Resolution appointing a Hearings Officer Pro Tem.

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

ESJ/tmh

CYNTHIA L. DOMAS

455 Sugarpine Court Southeast • Salem, Oregon 97306 • (503) 551-6903

EXPERIENCE

Volunteer Staff Attorney
Marion Polk Legal Aid Service, Salem, Oregon November 2011 to present
- Represent victims of domestic violence in Family Abuse Prevention Act matters
- Represent clients in domestic relations cases

Temporary Assistant County Counsel
Marion County, Salem, Oregon, July 2011 to October 2011
- Advised county departments, responded to subpoenas, interpreted recent legislative changes, reviewed files for possible code enforcement issues and provided interpretations and advice to the county Hearings Officer
- Researched annexation procedures, bylaw changes, affirmative defenses for a tax court matter, wage and hour situation issues involving inmate workers, dispensing of medications at institutions
- Drafted amendments to the county code, revised bylaws for various boards, drafted requests for production and judgments

Hearings Officer
Marion County, Salem, Oregon, April 1996 to June 2011
Polk County, Dallas, Oregon, September 1996 to April 2000
- Conducted hearings including contested case hearings. Hearings involved the application of county code and ordinances and state and federal law and statutes
- Types of hearings including Land Use hearings, Measure 37 hearings, Vested Rights hearings, Comprehensive Plan Amendments, Zone Changes, and application of the Statewide Planning Goals
- Made findings of fact, ruled on objections, motions and the admissibility of evidence
- Wrote orders and recommendations

Case Presenter
Bureau of Labor and Industries, Salem, Oregon, January 1999 to August 2006
- Represented the Bureau in contested case hearings. Areas of law included employment discrimination, disability, family medical leave, injured worker and wage and hour laws
- Interviewed witnesses, filed motions, negotiated settlements and prepared for and participated in hearings, mediation, and settlement negotiations
- Investigated cases, researched legal issues and drafted legal documents, issued and responded to discovery requests
- Maintained an average case load of 20 to 25 cases

Attorney

Solo Practitioner, Salem, Oregon, March 1993 to January 1999

- General practice with emphasis on family law, administrative law, criminal law, and elder law
- Interviewed witnesses and prepared them for trial, researched legal issues, drafted legal documents including motions and responses to motions, trial memorandums, orders, judgments, briefs, settlement agreements and other pleadings, filed and responded to discovery motions, took and defended depositions
- Represented clients at trial and administrative hearings
- Mediated and settled cases where appropriate

PROFESSIONAL AFFILIATIONS

Member of the Oregon State Bar, Federal District Court for Oregon, 9th Circuit Court of Appeals

Fee Arbitrator, Oregon State Bar

Judge for Mock Trial Competition, Willamette University College of Law

Moot Court Judge, Willamette University College of Law

AWARDS

Oregon State Bar Pro Bono Public Award 1995

Volunteer Lawyers Project Arno Denecke Memorial Award 1994

EDUCATION

Doctor of Jurisprudence, Willamette University College of Law, Salem, Oregon, 1991

Certificate in Dispute Resolution, Willamette University College of Law, Salem, Oregon

Basic Mediation Training and Victim Offender Mediation Training, Yamhill County Mediators

Bachelor of Science in Business/Economics, Eastern Oregon State College, La Grande, Oregon

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2012-_____

APPOINTING KEIZER HEARINGS OFFICER PRO TEM

WHEREAS, Jeffrey B. Litwak and the City entered into a Contract for Services on or about October 16, 2007;

WHEREAS, such Contract has expired;

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 review process requires the appointment of a Hearings Officer to hear such cases;

WHEREAS, there is a vacancy in the Hearings Officer position;

WHEREAS, a solicitation for qualified individuals interested in serving as Hearings Officer will be distributed soon;

WHEREAS, there is a need for Council to appoint a pro tem until the solicitation process is complete to make expedited land use decisions;

WHEREAS, Cynthia L. Domas has agreed to act as the Hearings Officer Pro Tem until a permanent Hearings Officer has been appointed;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that Cynthia L. Domas is appointed as Hearings Officer Pro Tem.

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

BE IT FURTHER RESOLVED that until further City Council Resolution, the appointment of Cynthia L. Domas as Hearings Officer Pro Tem shall remain in full force and effect.

PASSED this _____ day of _____, 2012.

SIGNED this _____ day of _____, 2012.

_____
Mayor

_____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

COUNCIL MEETING: October 15, 2012

AGENDA ITEM NUMBER: _____

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

THROUGH: **CHRIS EPPLEY**
CITY MANAGER

FROM: **SUSAN GAHLSDORF, CPA**
FINANCE DIRECTOR

SUBJECT: **AUTHORIZATION FOR APPROPRIATION OF SEWER RESERVE SYSTEM DEVELOPMENT FEES**

ISSUE and FISCAL IMPACT:

ORS 294 provides that expenditure of funds designated for specific purposes may be appropriated after the adoption of a resolution for that special purpose.

On August 6, 2012 Council passed resolution R2012-2267 (attached) appropriating $37,800 from the Transportation Fund; this, together with $27,200 in available Sewer Reserve funds provides $65,000 toward payment of the "Berning Contract". The total cost of the contract is $75,000. Earlier this month, over $9,000 in unanticipated Sewer Acreage Fees was receipted. These funds are needed to cover the balance of the Berning Contract. Staff recommend increasing the Sewer Reserve Fund budget $10,000 to fully appropriate the balance needed for this contract payment. Known development in process will more than cover the additional $1,000 revenue anticipated.

RECOMMENDATION: Staff recommends the City Council approve the attached Resolution authorizing appropriation of Sewer Acreage Fees.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2012-_____

AUTHORIZATION FOR EXPENDITURE OF SEWER ACREAGE FEES

WHEREAS ORS 294 provides that expenditure of funds designated for specific purposes may be appropriated after the adoption of a resolution for that special purpose.

WHEREAS the City has revenue from Sewer Acreage Fees not anticipated in the FY2012-2013 Adopted Budget.

WHEREAS such funds are designated as special purpose for Sewer System costs.

WHEREAS the City has a contractual obligation on the "Berning Agreement" and needs the aforementioned funds to help cover the cost of this agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Keizer, that the following appropriations be made for fiscal year ending June 30, 2013:

	Adopted/ Amended Budget	Adjustment		Revised Budget
		Increase	Decrease	
Sewer Reserve Fund				
Resources	68,000	10,000		78,000
Capital Outlay	68,000	10,000		78,000

PASSED this _____ day of _____, 2012

SIGNED this _____ day of _____, 2012

_____
Mayor

_____
City Recorder

MINUTES
KEIZER CITY COUNCIL WORK SESSION
Monday, September 10, 2012
Keizer Civic Center
Keizer, Oregon

CALL TO ORDER

Mayor Christopher called the work session to order at 5:45 p.m. The following were present:

Present:
Lore Christopher, Mayor
Cathy Clark, Council President
Brandon Smith, Councilor
Joe Egli, Councilor
David McKane, Councilor
Mark Caillier, Councilor

Absent:
Jim Taylor, Councilor

Staff:
Chris Eppley, City Manager
Shannon Johnson, City Attorney
Nate Brown, Community Development
Bill Lawyer, Public Works Director
Marc Adams, Police Chief
Tracy Davis, City Recorder

DISCUSSION

a. City Council Rules of Procedure – Section 17.8 – Youth Councilor

Mayor Christopher explained that testimony would be taken alternately (support/opposed) so that each view would get equal exposure before the end of the session at 7:30. She explained that the Council Rules and Procedures is not a law, ordinance or resolution; it is simply the rules and procedures by which the Keizer City Council operates and they are reviewed periodically.

Councilor McKane explained that in order for the six councilors and the mayor to be eligible to serve, they are required to be an elector in Keizer. The Oregon Constitution defines an elector as many things, and one of the definitions is a citizen of the State. This was added to the Council Rules and Procedures so that the Youth Councilor position (which was not addressed previously in the document) would be consistent with the qualifications for City Council and hopefully would get involved in government. He read the exact verbiage in the Rules and Procedures and noted that the position is normally filled through the Salem Chamber Leadership program.

Dale Johnson, Salem, spoke in favor of the language stating that he felt it was appropriate and that one of the privileges of citizenship is to be governed by fellow citizens.

Francisco Lopez, Salem, Director of Causa, Oregon's Immigrant Rights Organization, spoke in opposition to the language. He questioned why Council chose a time when Hugo Nicolas was scheduled to receive an award from the

City of Salem to make this decision and questioned how the immigration status of an individual will be verified. In conclusion, Mr. Lopez circulated a letter from the ACLU expressing concern. Mayor Christopher and Councilor Smith each pointed out that Council had no knowledge of the Salem award and it was unfortunate that it coincided with the action being discussed.

Cliff Girod, Salem, spoke in favor of the language. He reviewed his background and history in government, urged residents who are not citizens to become citizens, and to become involved in government.

Vicki Falco, Keizer, a U.S. citizen, graduate of McNary and Youth Coordinator for Latinos Unidos Siempre, a Latino youth organization whose mission is to empower youth to take up leadership roles in their community, expressed the opinion that the verbiage included in the Rules and Procedures is wrong and ill conceived and urged Council to repeal the provision.

David Cross, Salem, spoke in support of the Council rule noting that it is a legal requirement to be a U.S. citizen in order to vote and urged that Keizer government should only invest in those that are willing and able to serve the City in the future.

Hugo Nicolas, Salem, speaking in opposition, thanked Council for giving him the opportunity to serve as Youth Councilor and explained the challenges undocumented youths must face in the United States. He added that when differences are not accepted we teach not cooperation but conquest; Hispanics share a city but not a community. He concluded his testimony noting that he is attending the meeting because the Council showed him how to get involved in government; he felt he was following in the footsteps of the nation's founding fathers and fighting for the right to be called an American. Councilor McKane responded that the provision being discussed has nothing to do with Mr. Nicolas. Mayor Christopher apologized for the timing.

Bob Harney, Keizer, voiced support for the rule.

Daniel Perez, Salem, urged Council to repeal this rule and allow undocumented citizens in the community to become involved. He provided background information about himself and the challenges he has faced in trying to serve because he does not have a Social Security number.

Peter Dane, Salem, spoke in support of the rule noting that there are opportunities for undocumented young people to become citizens.

Dennis Koho, Keizer, voiced opposition to the rule noting that it was not right to penalize a child for their parent's decision on where to live. He explained that there are many programs available for children to get their citizenship and helping to mold them as leaders by allowing them to serve on Council is something the Council should do.

Gary Will, Keizer, spoke in support of the rule noting that the nation is governed by a rule of law and no one has the right to choose which laws they want to follow; they must follow all.

Eduardo Angulo, Chair and Executive Director of Salem-Keizer Coalition for Equality, spoke in opposition to the rule. He provided background information for the organization reviewing its membership and accomplishments and reminded Council that they represent all citizens of Keizer and excluding any is wrong. Mr. Angulo then fielded questions regarding determination of the latino populations in the school district.

Judy DeSpain, Keizer, voiced support for the rule noting that she felt badly for Hugo Nicolas, a victim of his parents' lawlessness, and urged him to become a citizen. She added that illegal immigrants cannot have the same rights as citizens because then citizenship would be useless.

Paul Krissel, Salem, expressed opposition to the rule. He reviewed the ease in attaining citizenship in the early history of the country noting that the government has passed rules to make it much more difficult; children do not have a way to become citizens if they are brought into the country when young; and we need to encourage them to become part of the community. He concluded his testimony noting that this rule makes it sound like some people are not welcome in the community and he encouraged Council to change their mind.

Mike Forest, Keizer, spoke in support of the rule noting that he had served the United States and upheld its Constitution and he did not serve so that illegal immigrants could come into the country. They should go back to their home country and apply to come back legally.

Ranfis Villatoro, Beaverton, voiced opposition to the rule. He praised Hugo Nicolas' community service, and expressed the opinion that this rule is a dishonor to him because of all the work he has done in the community. He noted that Hugo reminds everyone that citizenship is not about a piece of paper but about serving the community.

Matt Chappell, Keizer, voiced support for the rule. He noted that the country could be compared to a house which has rules for everyone within; guests are welcome but the rules that govern the house are not something that guests can change.

Escabarra, Keizer, spoke in opposition to the rule. He noted that he was born in the country so was not affected by the rule, but he wanted to help Hugo.

Representative Kim Thatcher, Keizer, voiced support for the rule noting that she has family with land in a different part of Oregon and even though they give to that community, they cannot participate in electing the people who run for Council because they don't live there full time. She stated that she felt Council was making the right choice even though it is difficult.

Ramon Ramirez, President of Oregon Farm Workers Union PECUN, Woodburn, voiced opposition to the rule stating that it is not about granting citizenship to people who want to volunteer but is a moral question. Latino immigrants are contributing to the economic prosperity of the city and this decision sets a wrong example. This sort of decision will not bring about more volunteerism. He suggested additional discussion before a decision is made.

Jerry McGee, Keizer, spoke in favor of the rule, complimented the Council for the forum and their decision and all the speakers for their eloquence and encouraged those who are not citizens of the United States to become one.

Carl Thatcher, Keizer, spoke in opposition of the rule. He noted that he was not opposed to the citizenship rule, but to Keizer residency requirement.

Seth Forest, Salem, voiced support for the rule.

Michelle Garr, Salem, voiced opposition for the rule, noted that society tells young people to go to school, get an education and create a better life and young people deserve a chance to contribute in a meaningful way.

Veronica Greenbell, Salem, noted that if there were more mentors available to today's youth, perhaps they would reconsider dropping out of school and instead focus on being community leaders like Hugo Nicolas and it should not matter where they come from.

Bill Quinn, Keizer, explained that he had listened to both sides of the discussion and believed the Council made the right decision.

Mayor Christopher noted that decisions are not made at Work Sessions; the Council Rules of Procedures have been adopted by the Council. To change that, one of the City Councilors would need to make a motion to change the procedures, with a second, debate and a vote. She thanked everyone for taking the time to share their perspective.

ADJOURN Meeting adjourned 7:10

APPROVED:

Mayor - Lore Christopher

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – David McKane

Councilor #4 – Cathy Clark

Councilor #2 – Brandon Smith

Councilor #5 – Joe Egli

~ Absent ~

Councilor #3 – Mark Caillier

Councilor #6 – James Taylor

Minutes approved: _____

MINUTES
KEIZER CITY COUNCIL/PARKS ADVISORY BOARD
WORK SESSION
Tuesday, September 11, 2012
Keizer Civic Center
Keizer, Oregon

CALL TO ORDER The Work Session was called to order at 5:45 in Room A of the Civic Center. The following were present:

Councilors:	**Parks Advisory Board:**	**Also Attending:**
Lore Christopher, Mayor	Jeanne Bond-Esser	Marlene Quinn
Cathy Clark, Councilor	Clint Holland	Ken LeDuc
Brandon Smith, Councilor	Rick Day	Matt Chappell
David McKane, Councilor	Jason Bruster	J.T. Hager
Mark Caillier, Councilor	Richard Walsh	Kurt Barker
Jim Taylor, Councilor	James Parent	**Staff:**
	Robert Jones	Bill Lawyer, Public Works
	David Louden	Terry Witham, Parks
Absent:	**Absent:**	Robert Johnson, Parks
Joe Egli, Councilor	Danny Boyd	Debbie Lockhart, Dep. City Rcdr.

Participants carpooled from the Keizer Civic Center.

KEIZER LITTLE LEAGUE PARK

Kurt Barker pointed out that the retaining wall between fields 6 and 7 needed repair. The fences are leaning out and the old power/phone poles are deteriorating and pushing out at an angle so that the upper fences cannot stand upright. Options for repair were discussed including using blocks similar to those at the water tower and amphitheater and using demo concrete to make a riprap wall. David Louden volunteered to do a survey for the retaining wall repair. Mr. Barker noted that the fence should be 8 feet tall so that the shorter field can qualify for tournaments. After the wall between fields 6 and 7 is repaired, all the retaining walls would need to be repaired starting with the one by the driveway/parking lot. Also in need of repair is the small pump. Currently only the large pump is operational. Discussion took place regarding the cost to hook into City water versus repairing the pump, using the fields for adult leagues, allowing the sale of alcohol at adult games to generate more income, and serving as an overflow for tournaments at Wallace Marine Park.

The following actions were planned:

- Rick Day, Clint Holland, Councilor Clark and Kurt Barker will work together to determine what free or low cost materials can be obtained and what labor costs will be necessary to repair and/or replace the retaining wall.
- Mr. Lawyer will work with City staff to determine the cost and best method

of providing water to KLL Park (abandoning the pump house and well). The water would be provided to the park at no cost.

- Mr. Lawyer will contact the consultant who prepared the last system development charges (SDC) methodology report to determine what steps and costs are necessary to amend the SDC methodology to include the Little League Park. This could free up some additional annual funding.

KEIZER RAPIDS PARK

Disc Golf Course: Jason Bruster led the group to one of the poured-in-place tee pads noting that the next step will be to get signage for each of the 18 holes but that cannot be done until a survey is done. David Louden volunteered to do the survey. Mr. Bruster added that safety signs and parking signs are also needed. Mayor Christopher encouraged Mr. Bruster to make an itemized list of the signs needed before approaching Council for funding. Discussion then took place regarding using goats to clean out the brush. Jason thanked Rick Day and Advantage PreCast for providing the tee pads.

Boat Ramp: Bill Lawyer explained that the upper part of the boat ramp was not under water in the 1996 flood; this boat ramp will provide access to the river when Wallace Marine Park is under water and will be open year round. He provided an update on the construction process, noted that it is a single-lane ramp similar to that at Rogers Landing and explained how the floats and pilings work. He added that the hope is for construction of the boat ramp and parking and roadway paving to be complete by the end of November.

Mr. Walsh directed attention to the area set aside for the playground.

WALLACE HOUSE PARK

Participants took the new river trail made by Schaffer Jones for his Eagle Scout project. Terry Witham noted that Schaffer was the “best Eagle Scout ever” and “presidential material”. Mr. Walsh added that thanks to Schaffer the City now has a new 10-acre riverfront park. Mayor Christopher suggested that perhaps pieces of land could be purchased from owners to make the park contiguous.

On the upper level, it was noted that the osprey has moved its nest so perhaps the snag should be removed before it falls.

ADJOURNMENT Meeting concluded at Wallace House Park at 7:30 p.m.

ADJOURN Meeting adjourned 7:10

APPROVED:

MAYOR:

Debbie Lockhart, Deputy City Recorder

Lore Christopher

COUNCIL MEMBERS

Councilor #1 – David McKane	Councilor #4 – Cathy Clark
Councilor #2 – Brandon Smith	Councilor #5 – Joe Egli
Councilor #3 – Mark Caillier	~ Absent ~ Councilor #6 – James Taylor

Minutes approved:

MINUTES
KEIZER CITY COUNCIL
Monday, September 17, 2012
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Council President Cathy Clark called the meeting to order at 7:10 p.m. Roll call was taken as follows:

Present:
Cathy Clark, Council President
Brandon Smith, Councilor
Mark Caillier, Councilor
David McKane, Councilor
Jim Taylor, Councilor
Joe Egli, Councilor

Absent:
Lore Christopher, Mayor

Staff:
Chris Eppley, City Manager
Shannon Johnson, City Attorney
Nate Brown, Community Development
Bill Lawyer, Public Works Director
Marc Adams, Police Chief
Tracy Davis, City Recorder

FLAG SALUTE

Council President Cathy Clark led the pledge of allegiance.

PUBLIC TESTIMONY

Jerry McGee, Keizer, representing the Wallace House Committee, gave the final report. He explained that the committee was established as an ad hoc committee under the Keizer Points of Interest Committee with the purpose of organizing activities that would highlight and publicize the history of Fort Wallace House. As a result of the work of this committee possibly 50,000 people are aware of the significance of the Wallace House. There were 33 activities in the past year, a kiosk was placed at the Wallace House Park and a trail was built from the park to the river's edge. He concluded his report noting that all of this was not done by members of the committee alone but by many wonderful volunteers and that he felt the committee had completed its charge.

Discussion followed regarding the disposition of the replica of the Wallace House that was built by Councilor Egli, geo-coins available for purchase and the duplicate Wallace House sign.

Marlene Quinn, Keizer, representing the Parks Foundation, announced that the garage sale made almost $1,000 and $250 was donated for the Willamette Manor Park play structure. The Wild Wild Rec program has been turned over to the City of Keizer and the Boys & Girls Club but the Foundation will fund it for another year.

Matt Chappell, Keizer, representing the Planning Commission, reported that the Commission has been discussing the implications of changing Urban Transition Zone, the use of the zone, the urban growth boundary and how these properties will affect future expansion. Community Development Director Nate Brown provided additional information regarding the location of the properties and the usefulness of the zone.

Jim Parent, Salem, distributed a handout regarding the Claggett Creek soccer field and announced that he would like to work with the City to develop the field to a one that could be used on a regular basis. He requested that for the present time the rental fee be waived so that players can use the field and be motivated to improve it. He then fielded questions regarding maintenance, reserving the field, frequency of usage, game and practice schedules, and reservation agreements.

Council agreed by concurrence to send this back to staff to work up details for use with recommendation for rates and maintenance to come back to Council at the next meeting.

Councilor Clark urged that people who currently use the field on a regular basis be notified of this possible change. Councilor McKane suggested an exchange of labor agreement be considered for field maintenance.

PUBLIC HEARING

a. ORDINANCE ~ Declaring a Lien Against Property Located at 5147 Courtlyn Court, NE, Keizer and Directing the City Recorder to Enter Such Lien in the Minor Lien Docket Pursuant to Ordinance No. 94-282 (Nuisance Abatement Procedure); Declaring an Emergency

Councilor Clark opened the Public Hearing.

City Attorney Shannon Johnson explained that an extremely large section of a large tree in the back yard of the Courtlyn Court property which backs onto Chemawa Road, just east of the Verda intersection, fell onto Chemawa Road. A tree service was called and it was determined that the tree was an immediate hazard. The property was vacant and possibly under foreclosure so the City immediately abated the hazard without further notice. The ordinance allows this and, considering the cost, staff felt it was appropriate to go ahead with the lien process. The property owners were given appropriate notice. Mr. Lawyer explained that the company responded well and did just enough work to make it safe. Discussion then took place regarding efforts made to contact the property owner and insurance claims.

With no testimony Councilor Clark closed the Public Hearing.

Councilor Taylor moved to adopt an ordinance Declaring a Lien Against Property Located at 5147 Courtlyn Court, NE, Keizer and Directing the City Recorder to Enter Such Lien in the Minor Lien Docket Pursuant to Ordinance No. 94-282 (Nuisance Abatement Procedure); Declaring an Emergency. Councilor Smith seconded. Motion passed as follows:

AYES: Egli, Smith, McKane, Caillier, Taylor and Clark (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Christopher (1)

ADMINISTRATIVE ACTION

a. RESOLUTION ~ Initiating Transfer of the Jurisdiction of a Portion of Chemawa Road

Mr. Johnson explained that this matter is a follow-up to the Buchholz and Buchanan properties. As part of that transaction the City had some intergovernmental agreements with Marion County regarding maintenance of the small section of Chemawa Road that used to be outside the City of Keizer. When this is passed it will go to the County for final action: accepting the transfer and surrendering jurisdiction Keizer.

Councilor Taylor moved to adopt a Resolution Initiating Transfer of the Jurisdiction of a Portion of Chemawa Road. Councilor Smith seconded. Motion passed as follows:

AYES: Egli, Smith, McKane, Caillier, Taylor and Clark (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Christopher (1)

CONSENT CALENDAR

None

COMMITTEE REPORTS

a. Retirement Recognition ~ Keizer Police Officer Brian Hunter

***Taken out of Order*.** Police Chief Marc Adams announced the celebration of the Retirement of Officer Brian Hunter who had served the City of Keizer for 25 years providing a variety of services. He presented Mr. Hunter with a shadow box of all the badges he had worn over the years.

Mr. Hunter thanked everyone and explained that he grew up in Keizer and had enjoyed his career with the City.

b. Swearing In of Keizer Police Officer Jack Odom

***Taken out of Order*.** Police Chief Marc Adams explained that the retirement of Officer Hunter left the department with five vacancies, four of which are frozen. Officer Jack Odom has been hired to fill the fifth vacancy. City Attorney Shannon Johnson then swore in Officer Odom.

c. PROCLAMATION ~ Constitution Week

Taken out of Order. Council President Cathy Clark read the proclamation. Ruby Pantelone representing the Daughters of the American Revolution then provided background information regarding the proclamation and reviewed activities that the group does to bring about awareness of the importance of the constitution.

Ms. Pantalone then announced that the Daughters of the American Revolution would like to place a plaque commemorating Anna Maria Pittman on the property near the heritage Center. She requested Council approval so that the process could move forward. Councilor Clark responded that this was something the Keizer Points of Interest Committee and the Keizer Heritage Foundation should address.

OTHER COMMITTEE REPORTS

Councilor Smith thanked the Keizer Fire District for the 9-11 memorial service and announced that he would join other Councilors for the Marion County Fire District monthly lunch at Clearlake station.

Councilor Taylor announced that he could not attend the lunch. Councilor McKane volunteered to go in his place. Councilor Taylor then announced the upcoming Keizer Points of Interest Committee meeting.

Councilor Egli announced that in addition to the Marion County Fire District lunch, the League of Oregon Cities conference was coming at the end of the month.

Councilor Caillier announced the Economic Development and Government Affairs, the Chamber Board, Claggett Creek Watershed Council, Economic Opportunities Analysis, Stormwater Advisory Committee and the Salem Water/Wastewater Task Force meetings.

Councilor McKane announced the upcoming Traffic Safety/Bikeways/ Pedestrian Committee meeting.

Councilor Clark reported on meetings she had attended including the Mid-Willamette Area Commission on Transportation and the Open House on the Oregon Passenger Rail Project, the Salem/Keizer Education Foundation luncheon, Marion County Economic Development Advisory Board and the Volunteer Coordinating Committee. She announced upcoming meetings: League of Oregon Cities Conference, Keizer 23 TV, and Salem Keizer Area Transportation Study and the Marion County Economic Summit.

OTHER BUSINESS

Public Works Director Bill Lawyer reported that bumpers will be installed soon on Chemawa Road NE between Lockhaven and McLeod to prevent u-turns.

Community Development Director Nate Brown announced the upcoming KROC Center crossing to review six proposals and cost estimates.

WRITTEN COMMUNICATIONS

None

AGENDA INPUT

October 1, 2012
7:00 p.m. – City Council Meeting
October 8, 2012
5:45 p.m. – City Council Work Session
- Willamette River – Third Bridge Study

October 15, 2012
7:00 p.m. – City Council Meeting

ADJOURNMENT

With no further business, the meeting adjourned at 8:25 p.m.

APPROVED:

MAYOR:

~ Absent ~	
Lore Christopher	Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – David McKane	Councilor #4 – Cathy Clark
Councilor #2 – Brandon Smith	Councilor #5 – Joe Egli
Councilor #3 – Mark Caillier	Councilor #6 – James Taylor

Minutes approved:

MINUTES
KEIZER CITY COUNCIL
Monday, October 1, 2012
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Christopher called the meeting to order at 7:00 p.m. Roll call was taken as follows:

Present:
Lore Christopher, Mayor
Cathy Clark, Council President
Brandon Smith, Councilor
David McKane, Councilor
Jim Taylor, Councilor
Joe Egli, Councilor

Absent:
Mark Caillier, Councilor

Staff:
Chris Eppley, City Manager
Shannon Johnson, City Attorney
Nate Brown, Community Development
Captain Jeff Kuhns, Police
Tracy Davis, City Recorder

FLAG SALUTE

Mayor Christopher led the pledge of allegiance.

PUBLIC TESTIMONY

Christine Dieker, Keizer; Sam Pearson, Salem and Colleen Goodwin, Keizer, addressed Council regarding the Keizer Culture Project for the Keizer Chamber Center. Mr. Pearson explained that the project is an interpretive center within the Chamber to promote awareness and community education of Keizer history. It focuses on trappers in the settlers' period, steamships and Native Americans. He played a brief slide show to orient Council to the project and asked if the spare copy of the Wallace House kiosk and the Thomas Dove Keizer macquette currently being held at City Hall could be loaned to the Chamber for the display. Ms. Goodwin added that these pieces would be part of the display and would complement the proposed mural. Councilor Clark indicated that since the duplicate Wallace House kiosk was a gift from the Parks Foundation, they should be consulted prior to any decision. Mr. Pearson added that the research phase of the project has been completed; now they are looking for grants. Mayor Christopher indicated that if the Parks Foundation was amenable to the loan the City would be happy to do so. Ms. Dieker added that a letter of support for grant purposes would be appreciated as well.

Linda Baker, Keizer, representing Keizer Home Grown Theater, thanked Council for their support and announced the upcoming performance

taking place in the Civic Center. She explained that eight people will play 40 different parts and tickets could be purchased from the Chamber.

Jason Cox, Keizer, from the Keizer Times, announced the Mayoral Debate and Candidate Forum scheduled for Tuesday, October 9. Sponsored by the Keizer Times, the event will feature a debate between the two candidates for mayor and a roundtable discussion with the three candidates for the contested City Council race. City Attorney Shannon Johnson added that although it is being broadcast on Channel 23, it is not sponsored by the City. Jason confirmed that the filming is privately backed; there are no tax payer dollars being spent to film the debate.

Rick Hammerquist, Keizer, voiced opposition to the administrative action item of naming the Keizer boat ramp noting that it is being done with no public input. He referred to the "General Procedure for Naming Rights" which was included in the agenda packet and suggested that Council consider having a public hearing to receive input from citizens on possible boat ramp names and have the Keizer residents vote on these choices through their water bill. He noted that Keizer taxpayers had funded 25% of the cost of this facility through SDC funds and they deserve to have a say in what it is called.

Mayor Christopher clarified that the agenda item is simply a discussion on whether or not there is a desire to name the boat ramp.

Community Development Director Nate Brown explained that the Oregon Department of Fish and Wildlife funded the majority of the project with the Marine Board participating and a local match of 25%. He noted that he contacted the Marine Board to find out if there is a process for naming of the facility and they indicated that they have no direct control over local naming as long as they are not offensive or distasteful. They do, however, prefer to incorporate "landing" in the name regardless of what is decided upon. The facilities are given geographic orientation so it will continue to be identified as the Keizer Rapids boat ramp, but they would add "also known as" and whatever name the local jurisdiction decides upon.

Ken LeDuc, Keizer, extended his gratitude to Keizer Little League and Keizer Youth Sports for working together to make the ball park even better than it is today. He also suggested that the neighborhood associations, homeowners associations and Keizer Points of Interest Committee be invited to come up with naming schemes of historic value so citizen would be part of the boat ramp naming process.

Eamon Bishop, Keizer, introduced Doug Parrow from the State Scenic Bikeways Committee who has proposed a change in the Willamette Valley Scenic Bikeway where it goes through Keizer. He provided details of the proposed change and Public Works Director Bill Lawyer added that he agreed with the revisions and the City would only need to change the sign locations.

Doug Parrow, Keizer, fielded questions and provided additional information regarding the route. City Attorney Shannon Johnson noted that staff would bring a formal resolution to the next meeting. Mayor Christopher informed Mr. Parrow that he had Council support and the City Attorney would do research on Council authority and then bring it back to Council.

PUBLIC HEARING

a. Mariscos La Sirenita Liquor License Application – Change of Privilege

City Manager Chris Eppley reported that an application was submitted for a Change of Liquor License Greater Privilege for Mariscos La Sirenita, Keizer, Oregon. There are no changes in the ownership or location of the establishment therefore reports from Keizer Police and Community Development are not included. A public hearing was scheduled, notice published, and necessary notification given with no comments received. Staff recommends that following a public hearing, Council recommend approval of the application. It was noted that "Greater Privilege" is serving not just beer and wine, but also hard liquor.

Mayor Christopher opened the Public Hearing.

Lorena Sanchez, Salem, explained that this was her first year in Keizer and customers have asked for margaritas and tequila so she is requesting full service.

With no further testimony Mayor Christopher closed the Public Hearing.

Councilor Clark moved that the Keizer City Council recommend approval of the Greater Privilege Liquor License for Mariscos La Sirenita under the guidelines as established by ORS 471.178 and the Ordinances of the City of Keizer and to forward this recommendation to the Oregon Liquor Control Commission for final approval. Councilor Taylor seconded. Motion passed as follows:

AYES: Christopher, Egli, Smith, McKane, Taylor and Clark (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Caillier (1)

ADMINISTRATIVE ACTION

a. Naming of Boat Ramp at Keizer Rapids Park

City Attorney Shannon Johnson reported that this matter was on the agenda at the request of Councilors Taylor, Clark and Smith. As mentioned earlier, there is no specific process for naming a facility at a park so Council is free to take whatever action they choose. Discussion then took place regarding the naming of Carlson Skate Park, the process, and making sure that there is support for a given name. Councilor Taylor explained that the secrecy regarding the name was simply to avoid embarrassment if there was not enough support. He added that Council does not have to, but they will ask the Parks Board to make a recommendation and then take action.

Mayor Christopher noted that the Marine Board has already named it the Keizer Rapids Park Boat Ramp and questioned if Council was interested in pursuing an "aka" name. Councilor Taylor expressed the desire to delay any action for a month; Councilor McKane suggested that Keizer Points of Interest and Keizer Heritage Foundation weigh in; Councilor Clark suggested that it be referred to the Parks Board. Mayor Christopher urged the Parks Board Council Liaison, Councilor Smith, to bring this issue to the Parks Board. Discussion then took place regarding possible spellings: Keizer or Keizur Rapids Park Landing.

b. ORDINANCE – Relating to the Amendment of the Electric Utility License Fee Ordinance; Declaring an Emergency (Amending Ordinance 94-286)

City Attorney Shannon Johnson explained that there is a 60-day notice period and the gas company has not totally agreed but both gas and electric companies have agreed on final language, the notice will go out now and the Ordinances will come back in January.

Councilor Clark moved that Keizer City Council adopt an Ordinance Relating to the Amendment of the Electric Utility License Fee Ordinance; Declaring an Emergency (Amending Ordinance 94-286). Councilor Taylor seconded.

Councilor Egli offered a friendly amendment to change January to June.

Mr. Johnson assured Council that the new agreement would be ready for adoption by January 22, 2013.

Councilor Egli withdrew his friendly amendment.

Motion passed as follows:

AYES: Christopher, Egli, Smith, McKane, Taylor and Clark (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Caillier (1)

ORDINANCE – Relating to the Amendment of the Gas Utility License Fee Ordinance; Declaring an Emergency (Amending Ordinance 94-285)

Councilor Clark moved that Keizer City Council adopt an Ordinance Relating to the Amendment of the Gas Utility License Fee Ordinance; Declaring an Emergency (Amending Ordinance 94-285). Councilor Taylor seconded. Motion passed as follows:

AYES: Christopher, Egli, Smith, McKane, Taylor and Clark (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Caillier (1)

c. Fee Waiver for Claggett Creek Soccer Field Use by Keizer Soccer Club

City Manager Chris Eppley read the report submitted by Public Works Director Bill Lawyer stating that The Keizer Soccer Club has requested a waiver of fees for the soccer fields at Claggett Creek Park for 8 weeks on Saturday mornings from 9 to 12. The use of the fields will not result in an increased level of service provided by City staff as the Club has committed to lining the field and providing the nets. The Club is hoping to

develop interest in rehabilitating the field in partnership with the City. They believe using the field for the fall season will expose the group to the need for improvement. Waiver of the fees would theoretically result in the loss of $1100 of potential field rental revenues if the field was to be reserved for the identified days and hours, however, currently no other groups have approached the City to reserve the facility. Staff recommends approval.

Councilor Clark suggested that the Keizer Soccer Club and City Parks staff engage in outreach to the groups currently using the fields on Sundays for better communication and collaboration.

Mr. Eppley noted that in the past the City has never come close to receiving the $1100 potential field rental revenues.

Councilor Clark moved that the Keizer City Council waive the fees and reserve the requested times at Claggett Creek Park soccer field for the Keizer Soccer Club with the requirement that Keizer Soccer Club provide nets and lining and work with City staff to begin a process for establishing connections with community groups that play soccer at that facility. Councilor Taylor seconded. Motion passed as follows:

AYES: Christopher, Egli, Smith, McKane, Taylor and Clark (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Caillier (1)

CONSENT CALENDAR

a. RESOLUTION – Extending Workers' Compensation Insurance Coverage to Keizer Volunteers (Repealing R2005-1598)
b. RESOLUTION – Continuing Keizer Little League Park Task Force
c. Approval of September 4, 2012 Regular Session Minutes

Councilor McKane pulled item b.

Councilor Clark moved for approval of Items A and C of the Consent Calendar. Councilor Taylor seconded. Motion passed as follows:

AYES: Christopher, Egli, Smith, McKane, Taylor and Clark (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Caillier (1)

Mr. Eppley explained that the task force had met with Keizer Little League, Keizer Youth Sports and City staff and agreed with the direction that the two groups and City staff are working toward on resolving their differences and creating a cooperative management agreement between them and the City. City staff is working toward that now with the hope to have something for Council by October 15. The task force could continue to serve by developing a long-range plan for the facility or stay in place to provide a recommendation to the budget committee. However, it is not anticipated that they will be a long-term task force.

Councilor Clark moved for approval of Item B of the Consent Calendar. Councilor Taylor seconded. Motion passed as follows:

AYES: Christopher, Egli, Smith, McKane, Taylor and Clark (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Caillier (1)

COMMITTEE REPORTS

a. Planning Commission Appointment

City Manager, Chris Eppley, reported that there was a vacancy on the Planning Commission. Notice of the vacancy was published and the Volunteer Coordinating Committee unanimously recommended Jonathan Thompson to fill the vacancy.

Councilor Clark moved that the Keizer City Council accept the recommendation of the Volunteer Coordinating Committee to appoint Jonathan Thompson to fill Planning Commission position number 6 to serve a three-year term ending September, 2015. Councilor Taylor seconded. Motion passed as follows:

AYES: Christopher, Egli, Smith, McKane, Taylor and Clark (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Caillier (1)

OTHER COMMITTEE REPORTS

Councilor Smith announced upcoming meetings including the Economic Opportunities Analysis Task Force, Parks Board and Storm Water Advisory Committee.

Councilor Taylor reported that the Keizer Points of Interest Committee had heard a proposal from the Daughters of the American Revolution and he asked Mike Hickman from KPIC to report.

Mike Hickman, Keizer, representing the Keizer Points of Interest Committee reported that Ruby Pantalone and Carol Goesch from local chapter of the Daughters of the American Revolution had offered a proposal for putting a sign which would be a tribute to Ann Marie Pittman on the Keizer Heritage Foundation land leased from the City. He explained that Pittman was the first white woman to see the Willamette River and the first to die and be buried in the area. All money for the sign and installation would be paid for with a grant from the Washington DC and local chapters of the DAR. KPIC has recommended approval.

Mr. Johnson indicated that he would check with the Heritage Foundation to see what fits best with them and he would bring something back to the next meeting.

Councilor Clark reported that she had attended City Hall Day at Newberg to meet with legislators and discuss the 5 issues that the League of Oregon Cities will be focusing on for the 2013 Legislature. These included the 911 tax renewal, resetting property values, jobs, economic

development, more local control and population forecasting. She then commended Phillip O'Donnell who assisted in filming a video on population forecasting with the LOC. She urged everyone to provide input on the Oregon Passenger Rail via the website.

She also attended the Salem Keizer Area Transportation Study and Salem Economic Development Corporation meetings, thanked those who participated in a half-time tribute at the McNary football game, and listed upcoming meetings/events including Mid-Willamette Area Commission on Transportation, Fire Prevention week open houses and Commissioners' Breakfast.

Mayor Christopher announced the upcoming Marion County Economic Development Summit at the Keizer Civic Center.

Councilor Egli reported that he had attended the League of Oregon Cities Conference, announced that that all Council members have now completed the emergency management work, and noted the time and place for the next Chamber Board meeting and the Candidate and Measure Forum.

Councilor McKane announced the next Planning Commission meeting.

OTHER BUSINESS

Captain Kuhns announced that at the Real Heroes Breakfast the Red Cross had recognized Officer Copeland and Sergeant Bamford for their fiery crash accident last year.

Community Development Director Nate Brown reminded everyone of the upcoming Economic Opportunities Analysis Task Force meeting.

City Attorney Shannon Johnson announced that he had attended the League of Oregon Cities meeting for legal issues.

City Attorney announced that he had attended the League of Oregon Cities City Managers' workshop.

WRITTEN COMMUNICATIONS

None

AGENDA INPUT

October 1, 2012

7:00 p.m. – City Council Meeting

October 8, 2012

5:45 p.m. – City Council Work Session

- Willamette River – Third Bridge Study
  (topic postponed – work session cancelled)

October 15, 2012

7:00 p.m. – City Council Meeting

ADJOURNMENT

With no further business, the meeting adjourned at 8:27 p.m.

APPROVED:

MAYOR:

Lore Christopher	Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – David McKane	Councilor #4 – Cathy Clark
Councilor #2 – Brandon Smith	Councilor #5 – Joe Egli
~ Absent ~ Councilor #3 – Mark Caillier	Councilor #6 – James Taylor

Minutes approved:

City of Keizer, Oregon

Proclamation

WHEREAS, *the United Way of the Mid-Willamette Valley is celebrating its 75th anniversary as a nonprofit organization governed by a local volunteer board of directors serving Marion, Polk and Yamhill counties; and*

WHEREAS, *honoring the people and organizations who have been a part of the United Way's rich history, and who have aided in the mission to unite people and resources for a stronger community; and*

WHEREAS, *to advance the common good by focusing on the building blocks for a better life by helping children and families achieve their potential through education, financial stability and independence, and improving people's health; and*

WHEREAS, *approximately 250 organizations participate in United Way's annual workplace campaign, including 6,000 individual donors and 500 volunteers who provide support for critical resources throughout the three-county region;*

NOW THEREFORE, BE IT PROCLAIMED *by Mayor Lore Christopher of Keizer, Oregon, with the concurrence of the City Council assembled in regular session that October 4, 2012 be*

UNITED WAY DAY

AND *encourage continued community support for the United Way of the Mid-Willamette Valley and their fundraising efforts in order to continue their mission of helping our children and families in need.*

IN WITNESS WHEREOF*, I have hereunto set my hand and caused the Seal of the City of Keizer, Oregon to be affixed to this document this 15th day of October, 2012*

Signed: _____

Lore Christopher, Mayor