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AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION

Monday, October 4, 2021

7:00 p.m.

Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **FLAG SALUTE**

4. **SPECIAL ORDERS OF BUSINESS**

a. Oath of Office – Keizer Police Officer Nate Smith

b. **PROCLAMATION** – National Disability Employment Awareness Month

5. **COMMITTEE REPORTS**

6. **PUBLIC COMMENTS**

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

7. **PUBLIC HEARINGS**

- a. **ORDINANCE** – Amending the Process for the Formation of Public Improvement Reimbursement Districts; Declaring an Emergency; Amending Ordinance No. 2015-716; Repeal of Ordinance 2021-838
RESOLUTION – Amending Resolution R2015-2630 (Forming the Keizer Station Area C Reimbursement District)

8. ADMINISTRATIVE ACTION

a. City Council Rules of Procedure

9. CONSENT CALENDAR

a. RESOLUTION – Authorizing City Manager to Sign Contracts with Aramark

b. Approval of September 20, 2021 Regular Session Minutes

10. OTHER BUSINESS

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

11. STAFF UPDATES

12. COUNCIL MEMBER REPORTS

13. AGENDA INPUT

October 11, 2021

6:00 p.m. – City Council Work Session

October 18, 2021

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

October 25, 2021

6:00 p.m. – Long Range Planning Task Force Meeting

- ARPA Funds

November 1, 2021

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

14. ADJOURNMENT

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

COUNCIL MEETING: _____

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: WES HARE
INTERIM CITY MANAGER**

**FROM: CHIEF JOHN TEAGUE
KEIZER POLICE DEPARTMENT**

SUBJECT: INTRODUCTION OF NEWLY HIRED OFFICER

TOPIC:

A recruitment for full time officers was held earlier this year to fill vacancies. At present, one lateral officer has been hired. Two more officers are on standby for the next available basic police academy class.

Nate Smith is a 5.5 year officer most recently from Woodburn Police Department. He was also at Willamette Valley Communication Center (Dispatch) for a year and a half. Nate has a Bachelor of Science degree in Social Services from Corban University as well as intermediate certification from DPSST. Because he is already certified, Officer Smith will not have to attend the basic police academy and will go through a modified FTEP program before going solo. Nate's hire date was September 13, 2021.

Please join us in congratulating and welcoming Officer Smith to the Keizer Police Department.

wjb

4

Proclamation

WHEREAS, October 2021 marks the 76th anniversary of National Disability Employment Awareness Month; and

WHEREAS, the purpose of National Disability Employment Awareness Month is to educate about disability employment issues and celebrate the significant and varied contributions of America's workers with disabilities; and

WHEREAS, the history of National Disability Employment Awareness Month traces back to 1945 when Congress enacted a law declaring the first week in October each year "National Employ the Physically Handicapped Week;" and

WHEREAS, in 1962, the word "physically" was removed to acknowledge and include the employment needs and contributions of individuals with all types of disabilities; and

WHEREAS, in 1988, Congress expanded the week to a month and changed the name to National Disability Employment Awareness Month; and

WHEREAS, workplaces welcoming of the talents of all people, including people with disabilities, through active efforts in recruitment, hiring, retention and advancement, are a critical part of our efforts to build an inclusive community and strong economy; and

WHEREAS, activities during this month will reinforce the value and talent people with disabilities add to our workplaces and communities and affirm Keizer's commitment to an inclusive community that increases access and opportunities to all, including individuals with disabilities.

NOW, THEREFORE, I, CATHY CLARK, Mayor of the City of Keizer, together with the Keizer City Council assembled in Regular Session, do hereby proclaim the month of October 2021 as

NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH

and call upon employers, schools, and other community organizations to work together to promote and expand employment of the talent and skills that people with disabilities possess to achieve full opportunity, participation, economic self-sufficiency, and independent living for people with disabilities.

*IN WITNESS WHEREOF, I have hereunto set my hand
and caused the Seal of the City of Keizer to be herein affixed
this 4th day of October 2021.*

*MAYOR CATHY CLARK
City of Keizer, Oregon*

CITY COUNCIL MEETING: October 4, 2021

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: R. WES HARE, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: PROCESS FOR PUBLIC IMPROVEMENT REIMBURSEMENT DISTRICT AND FORMATION OF KEIZER STATION AREA C REIMBURSEMENT DISTRICT

At Council's direction, we had previously prepared an Ordinance amending the reimbursement district process to allow for interest to begin at the time public improvement final costs were approved. This was more appropriate as it represents a true "return on investment" as called for in the Ordinance.

Council adopted such Ordinance which was applies to all future reimbursement districts. The next step is to hold a public hearing specifically with regard to the Keizer Station Area C Reimbursement District. Such hearing is scheduled for tonight's meeting. After the public hearing, if there are no questions, the attached Resolution should be adopted which mirrors the language regarding the interest calculation.

An additional item came up when we were reviewing the language. The term "annual adjustment" had been used for the interest since the Ordinance was originally adopted. However, the way it was worded, it meant that the interest was raised only once per year. That means that a new developer could come in just before the annual adjustment and not pay nearly a year's worth of interest. Depending on the size of the new development, that could be a sizable amount of interest.

Since that scenario would not result in a fair "return on investment" as called for in the Ordinance, we have prepared a short amendment to the Ordinance. The amendment drops the term "annual adjustment" and uses the term "interest." The interest begins when the final costs are approved and continues until the reimbursement fee is paid on a particular parcel to the City.

RECOMMENDATION:

Open the public hearing on the Keizer Station Area C Reimbursement District amendment. If there are no questions, close the hearing and adopt the Ordinance and Resolution in the following order:

1. Ordinance Amending the Process for the Formation of Public Improvement Reimbursement Districts.
2. Resolution Amending Resolution R2015-2630.

Please contact me if you have any questions. Thank you.

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A BILL

ORDINANCE NO.
2021-_____

FOR

AN ORDINANCE

AMENDING THE PROCESS FOR THE FORMATION OF PUBLIC
IMPROVEMENT REIMBURSEMENT DISTRICTS; DECLARING AN
EMERGENCY; **AMENDING ORDINANCE NO. 2015-716;**
REPEAL OF ORDINANCE NO. 2021-838

WHEREAS, the City Council of the City of Keizer passed Ordinance No. 2015-
716 on April 20, 2015;

WHEREAS, such Ordinance provides for the process of forming public
improvement reimbursement districts;

WHEREAS, such Ordinance provides for an annual fee adjustment beginning on
the first anniversary of the date of the reimbursement agreement as a return on the
investment;

WHEREAS, in such certain instances many years may lapse before a
reimbursement agreement is entered into;

WHEREAS, the City Council passed Ordinance No. 2021-838 to amend when
the annual fee adjustment begins;

WHEREAS, such amendment provided that the fee be adjusted annually, and as
written a future developer may have the unintended benefit of not paying interest for
almost a year depending on when a permit is applied for;

WHEREAS, it is more accurate to use the term “interest” than the term “annual adjustment” to convey the objective of a return on investment for the original developer;

WHEREAS, it is appropriate and necessary that interest begin when the final costs are approved to effectively provide a return on investment to the applicant and that interest should be calculated up to the date the reimbursement fee is paid on a particular property to the City;

NOW, THEREFORE, the City of Keizer ordains as follows:

Section 1. AMENDMENT OF ORDINANCE NO. 2015-716, SECTION 2(6).

Ordinance No. 2015-716 (An Ordinance Establishing a Process for the Formation of Public Improvement Reimbursement Districts; Declaring an Emergency; Repeal of Ordinance No. 2003-485 and Ordinance No. 2003-493) is hereby amended at Section 2(6) as follows:

6. The Developer may request interest be imposed on the reimbursement district, which, if granted, will be administered pursuant to Section 13.

Section 2. AMENDMENT OF ORDINANCE NO. 2015-716, SECTION 13.

Ordinance No. 2015-716 (An Ordinance Establishing a Process for the Formation of Public Improvement Reimbursement Districts; Declaring an Emergency; Repeal of Ordinance No. 2003-485 and Ordinance No. 2003-493) is hereby amended at Section 13 as follows:

Section 13. **Interest.**

A. The City Council may grant an interest provision at the time of application for formation of a reimbursement district.

B. If granted, interest shall be applied as a return of investment to the reimbursement fee beginning on the date that the actual final costs are approved and objections, if any have been resolved. The interest shall be computed on the base reimbursement fee as simple interest until the reimbursement fee for the particular property is paid to the City. The amount of the interest shall be determined at the time that a reimbursement district is formed. The interest rate will be determined by the Council upon the recommendation of the Finance Director.

Section 3. REPEAL OF ORDINANCE NO. 2021-838. Ordinance No. 2021-838 (Amending the Process for the Formation of Public Improvement Reimbursement Districts; Declaring an Emergency; Amending Ordinance no. 2015-716) is hereby repealed in its entirety.

Section 4. EFFECTIVE DATE. This Ordinance being necessary for the immediate preservation of the public health, safety and welfare, an emergency is declared to exist and this Ordinance shall be effective nunc pro tunc April 20, 2015.

PASSED this _____ day of _____, 2021.

SIGNED this _____ day of _____, 2021.

Mayor

City Recorder

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2021-____4
5 AMENDING RESOLUTION R2015-2630
6 (FORMING THE KEIZER STATION AREA C
7 REIMBURSEMENT DISTRICT)
89 WHEREAS, pursuant to Ordinance No. 2015-716, KS Reim, LLC referred to
10 herein as “Applicant” applied for formation of a reimbursement district for public water,
11 stormwater, sanitary sewer, and transportation improvements under Ordinance No.
12 2015-716;13 WHEREAS, the City Council formed the Keizer Station Area C Reimbursement
14 District by Resolution R2015-2630;15 WHEREAS, the City Council approved the final costs by Resolution R2018-
16 2853;17 WHEREAS, the Applicant requested a change with regard to the date the interest
18 begins to accrue;19 WHEREAS, the City Council has held a public hearing to consider comments
20 regarding the amendment of the Keizer Station Area C Reimbursement District;21 WHEREAS, the City Council of the City of Keizer finds that it is necessary and
22 appropriate to amend the Keizer Station Area C Reimbursement District;

23 NOW, THEREFORE,

24 BE IT RESOLVED by the City Council of the City of Keizer as follows:
25

1 Section 1. AMENDMENT TO SECTION 4. Section 4 of Resolution R2015-
2 2630 shall be amended as follows:

3 Section 4. INTEREST. Pursuant to Ordinance No. 2015-716
4 (Section 13) as amended, the City Council finds that it is appropriate to
5 apply an interest rate of three percent (3%) per year. Such interest shall be
6 applied beginning on April 2, 2018, which is the effective date of
7 Resolution R2018-2853 (Approval of Final Costs in the Keizer Station Area
8 C Reimbursement District) and continue until paid.

9 Section 2. AMENDMENT TO SECTION 6. Section 6 of Resolution R2015-
10 2630 shall be amended as follows:

11 Section 6. TRAFFIC SIGNAL.

12 a. The Keizer Station Area C Master Plan Order calls for the
13 transportation improvements to be built according to the Traffic Impact
14 Analysis (TIA). The TIA requires the improvements listed in Exhibit “2”,
15 except for the Chemawa Road/McLeod Lane traffic signal, to be built in the
16 first phase of development; i.e. the senior living facility and apartment
17 complexes. Because the Applicant is constructing the first phase, the
18 Applicant is not required to install the traffic signal.

19 b. The traffic signal is warranted at a later date. The developer
20 who will be required to install the traffic signal shall be termed the “Traffic
21 Signal Developer”.

1 c. It is anticipated that the next development will warrant the
2 installation of the traffic signal. However, should a new or amended Master
3 Plan Order determine that the next development does not warrant the traffic
4 signal installation, the next developer will pay at a minimum the total
5 reimbursement fees including 120% of the estimated traffic signal
6 reimbursement fees. Such developer shall enter into an agreement with City
7 to provide for an adjustment in the reimbursement fee based on the actual
8 certified cost of the traffic signal.

9 d. The Traffic Signal Developer who installs the traffic signal
10 will be entitled to enter into a reimbursement agreement with the City. Such
11 reimbursement agreement shall include the following:

12 1. The Traffic Signal Developer will pay reimbursement
13 fees in the amount shown on Exhibit "2" using actual certified costs for all
14 improvements other than the traffic signal, plus interest as provided in
15 Section 4.

16 2. The Traffic Signal Developer shall pay the
17 reimbursement fees noted above prior to issuance of any Development
18 Permit as set forth in Ordinance No. 2015-716.

19 3. City may withhold all or a portion of the Traffic Signal
20 Developer's reimbursement fees and not pass on the entire fees to Applicant
21 until after construction and installation of the traffic signal and certified costs

have been determined so that the final net reimbursement fee owed by the Traffic Signal Developer can be adjusted. Pursuant to Section 11(C) of Ordinance No. 2015-716, if the total final costs of the traffic signal exceeds the estimate shown by more than ten percent (10%), the City Council may grant the additional costs only after a duly noticed public hearing.

4. Subsequent developers' payment of the traffic signal portion of the reimbursement fees will be passed through to the Traffic Signal Developer based on actual certified costs for the traffic signal.

Section 3. AMENDMENT TO SECTION 8. Section 8 of Resolution R2015-2630 shall be amended as follows:

Section 8. REIMBURSEMENT AGREEMENT. Staff is directed to prepare a new reimbursement agreement as outlined in Ordinance No. 2015-716 for approval by the Applicant and City. At the appropriate time, staff is directed to prepare a reimbursement agreement with the Traffic Signal Developer.

Section 4. AMENDMENT TO SECTION 9. Section 9 of Resolution R2015-2630 shall be amended as follows:

Section 9. NOTICE/RECORDATION. Staff is directed to notify all property owners within the reimbursement district as outlined in Ordinance No. 2015-716 and record an amended notice of the formation and nature of the reimbursement district in the office of the County Recorder.

1 Section 5. EFFECTIVE DATE. This Resolution shall take effect immediately
2 upon the date of its passage.

3 PASSED this _____ day of _____, 2021.

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5 SIGNED this _____ day of _____, 2021.

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Mayor

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City Recorder

CITY COUNCIL MEETING: October 4, 2021**AGENDA ITEM NUMBER: _____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: R. WES HARE, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: COUNCIL RULES OF PROCEDURE

At the September 20, 2021 Council meeting, Councilors Day, Herrera and Kohler requested that a review of the Council Rules of Procedure be added to the agenda for tonight's meeting. Mayor Clark requested that the attached email addressed to the Keizer City Council be included in the packet.

In addition to items Council may wish to consider, we have discovered some items that have inconsistencies or need clarifications. Attached is a copy of the current Council Rules of Procedure.

The items we have discovered include the following:

1. Written Comments. There is an inconsistency between Section 6.1(f) and Section 7.1 with regard to how written comments are handled.
2. Electronic meetings. Section 3.4 and Section 18.14. Questions continue to come up from standing committees about attending meetings electronically.
3. New law. HB 2560 (see attached) requires local government to allow electronic participation at all public meetings effective January 1, 2022.

RECOMMENDATION:

Review the Council Rules of Procedure and the list above, review any changes Council would like to address and direct staff on appropriate revisions.

Please contact me if you have any questions. Thank you.

Harms, Tammie

From: Cathy Clark
Sent: Thursday, September 30, 2021 8:36 AM
To: Johnson, Shannon; Harms, Tammie
Subject: Re: Packet item

September 30, 2021
To: Keizer City Council
From: Mayor Cathy Clark
Re: Update to Council Rules and Procedures

The new Council Rules and Procedures now have a few months of experience and some additional adjustments and questions have been identified by staff and council members. It is my recommendation that we have a work session on what each of us would like to be addressed and why. That way, we can work through those in an orderly fashion. I request that each Councilor who has a section they want discussed write an email to Mr. Johnson and copy Ms. Davis so that we can get those assembled for discussion. The email should include as much detail as possible to be sure we understand the question and possible solution(s). This will also give Mr. Johnson time to provide guidance on any of the questions raised that could assist in the discussion. In addition, Mr. Johnson will provide the list of updates he has identified and recommendations for changes. The work group of Councilors Smith, Reid and Kohler, along with Mr. Johnson and Ms. Harms did a tremendous job updating our Rules and Procedures. Thank you for the detailed, thorough work you did with the goal of helping us operate at our highest and best in service to the people of Keizer.

Cathy Clark, Mayor
clarkc@keizer.org
503-856-3403

CITY OF KEIZER



CITY COUNCIL RULES OF PROCEDURE

Adopted by Council Resolution R2021-3167 on April 19, 2021



CITY OF KEIZER COUNCIL RULES OF PROCEDURE

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SECTION 1 - AUTHORITY

1.1 Authority - The Charter of the City of Keizer provides that the Council shall adopt rules for the government of its members and proceedings. The following rules shall be in effect upon their adoption by the Council until they are amended or new rules are adopted. These rules shall be presented to all Council members during the first work session in January of odd-number years following general elections. Within 30 days of taking office, each appointed or elected Council member shall sign that they have reviewed and received a copy of these rules. The City Recorder shall retain the signature copy. As used herein, the term "Council" includes the Councilors and the Mayor. The term "Council members" shall include the Mayor.

SECTION 2 - GENERAL RULES

2.1 Open Meetings – All meetings will be held in accordance with the Oregon public meeting requirements of Oregon law. No final action by the Council shall have legal effect unless the motion, and the vote by which it is disposed of, take place at a proceeding that is open to the public.

2.2 Ethics – All members of the Council shall review and observe the requirements of state ethics law. In addition to complying with state ethics law, all members of the Council shall refrain from:

- A. Disclosing confidential information.
- B. Taking action which benefits special interest groups or persons at the expense of the City as a whole.

2.3 Quorum – A majority of the members currently serving on the Council, excluding vacant seats, shall constitute a quorum, but no less than three Council members may meet and compel attendance of absent members as prescribed by Council rules.

2.4 Rules of Order – Robert's Rules of Order Newly Revised, 12th Edition shall govern all Council proceedings unless they conflict with these rules. The Council President will act as parliamentarian with support from the City Attorney when present.

2.5 Suspension of Rules – The vote to suspend the Rules of Procedure (including Robert's Rules of Order Newly Revised, 12th Edition) requires a two-thirds majority vote of those members of the Council who are present, except as set forth in Section 6.1(j). If the motion is carried by a two-thirds vote, then the rules are suspended for that item only.

2.6 Address by Council Members – Every Council member desiring to speak to an issue will address the Presiding Officer and upon recognition, will confine remarks to the issue under debate. Council members questioning, seeking clarification, or soliciting a recommendation from staff will direct the concern to the City Manager. The City Manager may respond as requested or redirect the inquiry to a member of the staff.

2.7 Seating Capacity and Safety Requirements – The safe occupancy and seating capacity of the Council chambers as determined by the fire marshal shall be posted within the Council chambers. The limitations on occupancy and seating shall be complied with at all times. Aisles and emergency exits shall be kept clear at all times.

2.8 Building Access – For building security purposes, Council members shall abide by applicable employee building access policies, including, but not limited to the allowance of visitors in the employee-only sections of City Hall.

2.9 Personnel Policies and Other Regulations – As approved by Council, certain personnel policies are applicable to Council members. Copies of the personnel policies and other rules or policies that apply to Council members will be provided to Council members prior to taking office and when amended.

SECTION 3 – COUNCIL MEETINGS

3.1 Regular Meeting –

A. The Keizer City Council will meet in regular session on the first and third Mondays of each month at 7:00 p.m. in the Robert L. Simon Council Chambers or at another place in the City which the City Council designates. If such date falls on a legal holiday (per state statute), the meeting shall be held at the usual hour and place on the following day.

B. Training sessions may be held outside of the City's jurisdictional limits, provided no deliberations toward a decision are made.

C. Interjurisdictional meetings may be held outside of the City's jurisdictional limits, but should be held as close as practical to the City, and such meetings shall be located within the jurisdictional boundaries of the other government entity.

D. No Council meeting shall be held at any place where discrimination on the basis of an individuals' race, religion, color, sex, national origin, ethnicity, marital status, familial status, age, sexual orientation, source of income or disability is practiced.

3.2 Work Session – The Keizer City Council may hold a work session on the second Monday of each month in the Robert L. Simon Council Chambers or at another time or place in the City in which the City Council designates. Such sessions shall allow the City Council an opportunity to review forthcoming projects of the City, determine goals for the ensuing year, receive progress reports on current programs or projects, or to hold open discussions on any City-related subject, provided that all discussions thereon shall be informal with no vote or formal action taken. Work sessions shall be open to the public; however, an opportunity for public comment will only be allowed at the discretion of the Presiding Officer or by a majority vote of the Council members present.

3.3 Special Meeting – The Mayor may call a special Council meeting at Mayor’s own discretion, and shall call a special meeting at the request of three Council members. Any special meeting shall occur as provided under state law. Special meetings of the Council may also be held at any time by the common consent of all the members of the Council.

3.4 Electronic Meetings - Normally, all Council meetings or work sessions shall be held in-person. However, upon Council motion, Council may schedule a future meeting or work session partially or totally electronically upon a showing of a particular need.

3.5 Emergency Meeting - An emergency meeting of the City Council may be called by the Presiding Officer, at the request of three Council members, or by the City Manager on less than 24 hours’ notice provided that an actual emergency exists. The minutes of the meeting must describe the emergency justifying less than 24 hours notice and why the meeting could not be delayed. Attempts will be made to contact the media. The emergency meeting may be held partially or totally electronically if necessary as determined by the Presiding Officer.

3.6 Executive Session – Executive sessions shall be held in accordance with Oregon law. Matters discussed in executive session shall be exempt from public disclosure pursuant to state statutes. Executive sessions shall be closed to all persons except the City Council; persons reporting to Council on the subject of the executive session; the City Manager unless directed otherwise by the Council; City staff persons as allowed by the City Council to attend; news media representatives, unless excluded by the Public Meeting Law (e.g.; media representatives may be excluded for discussions regarding labor negotiations); and other persons authorized by the City Council to attend. No elected official who declares an actual conflict of interest on a topic to be discussed in executive session shall remain in the room during such executive session discussion.

Prior to opening an executive session the Presiding Officer or City Attorney shall:

- announce the purpose of the executive session,
- the state statute authorizing the executive session,
- and a notification to all present, including the media, that matters discussed in executive session are not to be disclosed or reported to the public.

An executive session may be held during any open meeting for which proper notice has been given or outside of any regular meeting when properly noticed. No formal or final action may be taken during an executive session, but an opinion or consensus of the Council may be gathered.

3.7 Cancellation of Meeting - Upon a majority vote of the members of the City Council present, a meeting may be cancelled when deemed appropriate. The Charter requires one regular meeting be held each month. Notice of cancellation shall be posted at City Hall, on the City's web site and social media sites, distributed to members of the media, and to citizens requesting notice.

3.8 Notice of Meeting – The City Recorder shall provide:

- notice of the time,
- place, and
- agenda items for any gathering of the Keizer City Council.

Notice shall be posted on the City's web site, City's social media site, delivered by email, mail or otherwise to members of the media, and other interested persons upon written request. Notice shall be given at least 24 hours prior to the meeting to members of the governing body, the public and media for any special meeting, unless the meeting is considered an emergency as defined by law. Notice of executive sessions shall cite the specific law that authorizes the executive session.

3.9 – Americans With Disabilities Act – All meetings of the Council shall be held in compliance with the Americans With Disabilities Act.

3.10 – Attendance Duty - It is the duty of each member of the City Council to attend all meetings of the Council. The Charter provides in Section 7.8 that a Council office will be deemed vacant upon their absence from meetings of the Council for 60 days without like consent. Consent will be given for good cause.

Good cause shall include, but is not limited to:

- Illness;
- Family obligations;
- Employment requirements;
- Scheduled vacations; or
- Other City business

Telephonic, video or internet ("electronic") attendance does not ensure that all comments, testimony, discussions, staff information and deliberations are available fully and equally. Therefore, unless allowed as set forth in these rules, methods of attendance other than personal onsite attendance shall not be considered "in attendance" and a Council member may not vote unless physically present at the meeting.

This provision is automatically waived at any time a federal, state or local emergency declaration affecting all or a part of the City is in effect. Council members shall notify the

City Recorder if they will appear in person or electronically. In such case, no quorum is required to be physically present so long as the required quorum is physically and/or virtually present.

In the event of a virtual meeting as allowed under Sections 3.4 or 3.5, no quorum is required to be physically present so long as the required quorum is physically and/or virtually present.

In addition, this provision is waived if two-thirds of the Council members present deem it important that a Council member appear electronically. A quorum must be physically present. A motion to suspend the rules is not required.

3.11 – Excused Absence – When any Council member cannot attend a meeting of the Council, the member shall notify the Presiding Officer prior to the meeting. If there are no objections from other Council members, the Presiding Officer may announce the absence is for good cause and the absence shall be listed in the minutes as excused. If the City Council determines the absence is not for good cause, the absence shall be listed in the minutes as unexcused.

SECTION 4 – THE PRESIDING OFFICER

4.1 Mayor – The Mayor shall preside at all regular, work sessions, special meetings and executive sessions of the City Council and shall be the recognized head of the City for all ceremonial purposes. The Mayor shall have all duties and privileges of any Council member, and shall not be denied any right or privilege by reason of their position as Presiding Officer. In the absence of the Mayor, the Council President shall serve as the Presiding Officer. If both the Mayor and the Council President are absent from the meeting, the following procedure shall be utilized to determine who is the Presiding Officer for that meeting:

1. The City Recorder shall call the Council to order and call the roll of the members.
2. Those members of Council present shall elect, by majority vote, a temporary Presiding Officer for the meeting.
3. Should either the Mayor or the Council President arrive, the temporary Presiding Officer shall relinquish control of the meeting immediately upon the conclusion of the item presently being discussed.
4. The Presiding Officer shall retain all rights and privileges of a member of Council when acting in this capacity.

4.2 Council President – The Council shall elect a Council President from its members by a vote of not less than four (4) Council members. This shall occur at the first meeting of the Council in each odd-numbered year or before the position has been vacant for sixty (60) days. Any Councilor may be nominated, including the current Council President. In the event that no candidate receives a majority vote, a second vote will be conducted. The first place candidates shall be nominated. If there is only one first place candidate, such candidate and all second place candidates shall be nominated. If no candidate receives a majority vote, the candidates in the second vote will draw lots to determine the Council President.

When the Mayor is unable to perform the functions of the office, the Council President shall act as Mayor. The Mayor may assign other duties to the Council President. If the Council President wishes to do so, they may initiate a motion for all prepared resolutions, orders and ordinances and the consent calendar unless another Councilor has requested to do so or initiates the action. The Council President shall retain all rights and privileges of a member of Council when acting in this capacity.

SECTION 5 – DECORUM AND ORDER

5.1 Presiding Officer – During Council meetings, the Presiding Officer shall enforce the rules of the Council. In addition, the Presiding Officer has the authority to preserve decorum and decide all points of order, subject to appeal to the Council. The Presiding Officer shall enforce order and the rules set forth herein.

5.2 Council Members –

A. During Council meetings, Council members shall preserve order and decorum, confine themselves to questions or issues then under discussion, and shall not by conversation or other action, delay or interrupt the proceedings or refuse to obey the orders of the Presiding Officer or these Rules.

B. Council members shall not engage in personal attacks and shall not impugn the motives of any speaker at any time.

C. Council members shall at all times when dealing with members of the public, other Council members or staff conduct themselves in a manner appropriate to the dignity of their office.

D. Council may determine by simple majority the appropriateness of a particular event or action. However, no Council member will be required to take part in an event or action that they believe inappropriate or undignified.

E. The Mayor is the official spokesperson for the Council. Unless specifically authorized by the Mayor or the Council, Councilors shall not make any representations on behalf of the City. However, nothing shall prevent the Mayor or a Councilor from

expressing their own individual thoughts and opinions when specifically identified as not a representation of the City or the Council's position.

5.3 Staff and Public – Members of the administrative staff, employees of the City and other persons attending Council meetings shall observe the same rules of procedure, decorum and good conduct applicable to the members of the Council. This shall include written communications.

5.4 Removal of Any Person - Any persons making disruptive or threatening remarks or acting in a disruptive or threatening manner during a meeting will forthwith be barred from further audience at that meeting pursuant to City Ordinance or Resolution.

SECTION 6 – ORDER OF BUSINESS AND AGENDA

6.1 Order of Business - The general rule to the order of business at regular meetings of the City Council will be:

- a) **Call to Order** – The Presiding Officer shall call the meeting to order.
- b) **Roll Call** – The City Recorder shall call the name of each Council member and note each Council member's attendance or absence in the record, under the guidelines as set forth in Section 3.10 and 3.11 to establish a quorum is present to conduct business.
- c) **Flag Salute** – The Presiding Officer or designee may lead the Council and audience in the Pledge of Allegiance.
- d) **Special Orders of Business** – Oaths of office, awards, proclamations, and agenda items that are of special importance to the Council may be treated as Special Orders of Business. Special Orders of Business agenda items take precedence over all other items except Flag Salute, at the discretion of the Presiding Officer.
- e) **Committee Reports** – Scheduled presentations, presentations by City committee members, and appointments to City committees.
- f) **Public Comments** – An opportunity for members of the audience shall be given to address the Council on any matter, other than those issues on the agenda scheduled for public hearing, during this portion of the meeting. Written comments will be acknowledged for the record by the writer's name, city of residence, and topic/subject line.
- g) **Public Hearings** – A public hearing shall be held on each matter required by state law or City policy. Written and oral testimony shall be heard prior to Council action. (Procedures for public hearings are addressed in Section 10 of these procedures.)
- h) **Administrative Action** – Items that require formal action or Council direction.
- i) **Consent Calendar** – The consent agenda shall consist of a list of routine, non-controversial matters, not typically requiring discussion, presented for Council

approval by a single motion. Council members who wish to remove an item from the consent calendar shall do so prior to the motion to approve the items. Any item removed from the consent calendar shall be discussed and acted upon following approval of other consent agenda items.

- j) **Other Business** – Time provided for members of the Council or City staff to bring new or old matters before the Council. These matters need not be specifically listed on the agenda, but formal action on these matters will be deferred until a subsequent Council meeting. This rule may be suspended ONLY if the matter is deemed urgent by two-thirds majority vote of the Council members present and cannot wait until the next special or regular City Council meeting. A motion to reconsider a previous motion may be acted upon without suspension of the rules, as outlined in Section 11.6.
- k) **Staff Updates** - Time provided for City staff to briefly report on new or current projects.
- l) **Council Member Reports** - Time provided for members of the Council to **briefly** present items related to the City. Each Council member is encouraged to limit remarks to 3 minutes or less.
- m) **Agenda Input** – Issues for upcoming Council meetings shall be announced by the Presiding Officer.
- n) **Adjournment** – Following completion of all matters listed on the agenda, the Presiding Officer shall declare the meeting adjourned.

The Presiding Officer may adjust the Order of Business.

6.2 Recess – If there are no objections from the Council members, the Presiding Officer may recess any meeting of the Council. The Presiding Officer shall announce the time in which the meeting shall reconvene.

6.3 Agenda Distribution – General practice will be copies of agendas and packets for regular meetings shall be distributed not later than five (5) calendar days prior to the meeting to members of the Council, staff, news media, neighborhood associations and interested citizens who have requested the agenda. Council members with questions, concerns or suggestions are encouraged to communicate those to Department Directors no later than three (3) days before the meeting.

6.4 Placing an Item on the Agenda – The City Manager may place items on an agenda; however, placing major policy matters on the agenda will be determined by Council. A Council member wishing to place an item on the agenda will advise the City Manager no later than seven (7) days prior to the regular meeting at which the item is to be considered. Such request to add an item for Council consideration shall require consent from two or more additional Council members to add the item. In addition, in a public meeting, Council may place items on a future agenda.

6.5 Special Accommodations – All Council meeting agendas shall contain proper notice of the City’s intent to conduct the meeting in accordance with the Americans With Disabilities Act and that persons needing accommodations may contact the City Recorder 48 hours prior to the meeting time to request the necessary accommodations. Such notice shall provide the telephone number and email address at which the City Recorder may be contacted.

SECTION 7 – WRITTEN COMMUNICATIONS

7.1 Written Communications –

- a) Anonymous and unsigned written communication shall not be introduced in Council meetings.
- b) Written communications to the Mayor and/or Council concerning matters on the agenda shall be forwarded to the council in the agenda packet, but shall not be individually itemized on the agenda.
- c) Written communications to the Mayor and/or Council concerning matters that are not on an agenda shall be forwarded to the Mayor and/or Council members but shall not be included in the agenda packet. However, such communication shall be made available on the City’s website.
- d) The City Manager may, in the City Manager’s discretion, bring any matter raised by any communication to the attention of the Council as an agenda item, provided that such communication is accompanied by a staff report setting forth the reason the matter should be considered by the Council, and making a recommendation for Council action.

SECTION 8 – CONFLICT OF INTEREST OR OTHER DISQUALIFICATIONS

8.1 Conflict of Interest – In every case in which a Council member is faced with a potential conflict of interest or an actual conflict of interest as defined in state law, the nature of the conflict must be disclosed during the public meeting and recorded in the minutes. If an actual conflict of interest exists, the Council member, after disclosing the conflict, shall remove themselves from the Council Chambers and refrain from both participation in the discussion and the vote on the issue. However, if the Council member is a direct party on the issue, they will be allowed to remain in the Council Chambers.

8.2 Bias – In quasi-judicial cases, Council members should recuse themselves from any decision or discussions if they have a prejudice or prejudgment of the facts to such a degree that the Council member is incapable of rendering an objective decision on the merits. Members of the Council should avoid voicing an opinion prior to the testimony.

8.3 Ex Parte Contact – Ex Parte communications only apply in a quasi-judicial case. Members of the Council should avoid any communication outside of the public hearing with any party, including other Council members. A site visit is not considered an ex parte contact unless there is communication with an outside party or if information is gained from the visit that could be a factor in Council's decisions. Any ex parte contact, including the nature of the contact and the information obtained, should be disclosed at the beginning of the public hearing, and again at each continued public hearing.

SECTION 9 – PUBLIC COMMENT

9.1 Public Comment Generally –

A. Any member of the general public wishing to address the Council on a matter of public concern may do so at the time set for public comment during each regular session of the Council.

B. Participants must use a microphone and state their name and city of residence for the record prior to addressing Council.

C. Comments will be limited to five minutes. No yielding or ceding of time is allowed.

D. The Council may request further information be presented to the Council on such date and in such manner as it deems appropriate.

E. Council members may, after obtaining the floor, address the speaker during public comment. Council members shall use restraint when exercising this option. The speaker shall be limited to three (3) minutes to answer questions. The Council may extend the time at their discretion. The Presiding Officer may intervene if a Council member or the speaker is violating the spirit of this rule.

F. Speakers may present electronic audio or visual material during the time permitted for their comment. Speakers may utilize City-provided audio or visual equipment located in the Council Chambers as a part of their comment, but must provide the materials in a readable format to City staff prior to the meeting so that it may be installed on the City's equipment to avoid a delay or disruption of the meeting.

G. Items brought before the Council from the public during public comment may be referred to the staff for appropriate action and a report returned to the Council, if requested. Such procedure should not prevent the staff, Mayor, or City Council from answering directly to a citizen inquiry at the time it is brought before the Council.

H. If a member of the public wishes to speak on an item that is scheduled for a public hearing at that same meeting, the speaker shall wait until that public hearing. Public comment shall not be used to testify about a quasi-judicial land use matter, to testify on an item that is not a public matter, to testify on a matter which has been or is

scheduled to be heard by a hearings official, or to provide or gather additional testimony or information on any matter after the official record has been closed on any matter which has been the subject of a public hearing.

9.2 Roster - All persons or groups wishing to address the Council during the time set for public comments shall, prior to the convening of the meeting, sign the roster provided by the City Recorder, indicating the name of the person, the address of the person, and the subject of public concern on which the person or group wishes to address the Council. Those who have not signed the roster may address the Council at the discretion of the Presiding Officer.

9.3 Complaints and Suggestions to the Council - When any citizen brings a complaint before or makes a suggestion to the Council, other than for items already on the agenda, the Presiding Officer shall first determine whether the issue is legislative or administrative in nature and then:

(1) If the issue is legislative, and if the Council finds such complaint or suggestion may indicate the need for a change to an ordinance or resolution of the City or the adoption of a new ordinance or resolution, the Council may refer the matter to the City Attorney, the City Manager or an advisory body for study and recommendation.

(2) If administrative, and the complaint or suggestion involves administrative staff performance, administrative execution or interpretation of legislative policy, or administrative policy within the authority of the City Manager, the Presiding Officer shall then refer the complaint directly to the City Manager for their review if the complaint has not already been reviewed. The Council may direct the City Manager to report to the Council when their review has been made.

9.4 Council Shall Carefully Consider All Comments – All Council members should give those presenting comments their undivided attention. Sidebar conversations should be kept to a minimum.

SECTION 10 – PUBLIC HEARINGS

10.1 Public Hearings - A public hearing shall be held on each matter required by state law, City policy or as directed by the City Council. The Presiding Officer shall preside over the hearing and announce the type of hearing and the guidelines for the hearing. The Presiding Officer shall declare the hearing to be open and invite the City Manager or member of the staff to present the staff report together with any petitions, letters, or written comments on the matter.

10.2 Testimony for Non-Land Use Hearings – Members of the audience may present oral testimony on the matters scheduled for public hearing. The Presiding Officer will call forth members of the audience who have signed up to present testimony under the guidelines specified at the opening of the hearing. If appropriate, the Presiding Officer may first ask those persons in favor of the matter to come forward, with those speaking in opposition coming after.

Except as stated otherwise, all testimony will be limited to five minutes per person. The Presiding Officer may further limit testimony if a speaker persists in being threatening and disorderly, or abusive, following a warning to that effect from the Presiding Officer. Upon being recognized by the Presiding Officer, any member of the Council or the City staff may ask questions of any speaker, subject to the same provisions set forth in Section 9.1(E). Upon closure of the hearing, no further testimony will be allowed unless the Council allows written testimony to be submitted by a date certain.

10.3 Quasi-Judicial Land-Use Proceedings –

A. Scope of Review. All quasi-judicial land use proceedings shall be new (de novo).

B. Conflicts of Interest.

1. A member of the Council shall not participate in a discussion or vote in a quasi-judicial land use proceeding if:

a. The member has an actual conflict of interest as defined by the Oregon Revised Statutes or the City Charter.

b. The member was not present during the public hearing; provided however, the member may participate and vote if they have reviewed the evidence, including recordings of the hearing, and declared such fact for the record.

C. Ex Parte Contacts/Bias

1. Members of the Council shall reveal the nature of any ex parte contacts or bias with regard to the proceeding at the commencement of any quasi-judicial land use proceeding.

If such contact/bias impairs the member's impartiality, the member shall state this fact and abstain from participation and voting in the matter.

D. Burden of Proof. The proponent has the burden of proof on all elements of the proposal, and the proposal must be supported by proof that it conforms to all applicable standards and criteria.

1. The decision of the Council shall be based on the applicable standards and criteria as set forth in the City's Development Code, the City's Comprehensive Plan, and, if applicable, any other land use standards and criteria imposed by state law or administrative rule.

2. The proponent, any opponents, and/or City staff may submit to the Council a set of proposed written findings or statements of factual information which are intended to demonstrate the proposal complies or fails to comply with any or all applicable standards and criteria.

E. Hearing Procedures. The order of hearings in quasi-judicial land use matters shall be:

1. Land Use Hearing Disclosure Statement. The City Attorney shall read the land use hearing disclosure statement, which shall include:

a. A list of the applicable criteria;

b. A statement that testimony, arguments and evidence must be directed toward the applicable criteria or other criteria in the plan or land use regulation which the person believes to apply to the decision;

c. A statement that failure to raise an issue accompanied by statements or evidence sufficient to afford the Council and the parties an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue; and

d. If applicable, a statement that a failure to raise constitutional issues relating to proposed conditions of approval precludes an action for damages in circuit court.

2. Call for ex parte contacts/bias/conflict of interest. The City Attorney shall inquire whether any member of the Council has had ex parte contacts, has bias, or has an actual or potential conflict of interest. Any member of the Council announcing an ex parte contact or conflict shall state for the record the nature of the contact or conflict. See Section 10.3(B) and (C).

3. Staff summary. Planning staff shall present a summary and recommendation concerning the proposal.

4. Presentation of the Case.

a. Applicant's case. Twenty minutes total.

b. Persons in favor. Five minutes per person.

c. Persons opposed. Five minutes per person.

d. Other interested persons. Five minutes per person.

e. Rebuttal. Ten minutes total. Rebuttal may be presented by the applicant. The scope of rebuttal is limited to matters which were introduced during the hearing by parties other than the applicant.

5. Close of hearing. Subject to state law, the Presiding Officer shall close the hearing if there are no further questions from Council. The Record may be left open pursuant to state law. The timeframe for submittals to the Record shall be clearly announced prior to close of the hearing.

6. Deliberations. Deliberations shall immediately follow the hearing. The Council may delay deliberations to a subsequent time certain.

7. Findings and Order/Ordinance. The Council shall approve or deny the application.

a. The Council shall adopt findings to support its decision.

b. The Council may incorporate findings proposed by the applicant, the opponent or staff in its decision.

F. Continuances. Council shall grant continuances as required by state law. However, nothing in this section shall restrict the Council, in its discretion, from granting additional continuances. Any continuance requested by the applicant shall result in a corresponding extension of the 120-day time limitations imposed by the Oregon Revised Statutes.

10.4 Legislative Land Use Matters –

A. Hearings Procedures. The order of procedures for hearings on legislative land use matters shall be:

1. Call for abstentions. Inquire whether any member of the Council wishes to abstain from participation in the hearing. Any member announcing an abstention shall identify the reason therefor and shall not participate in the proceedings.

2. Staff summary. Staff shall present a statement of the applicable criteria, and a summary and recommendation concerning the proposal.

3. Presentation of the Case.

a. Persons in favor. Five minutes per person.

- b. Persons opposed. Five minutes per person.
 - c. Other interested persons. Five minutes per person.
4. Close of hearing. No further information shall be received after the close of the hearing, except for written materials allowed by Council to be submitted prior to the close of the Record.
 5. Deliberations. Deliberations shall immediately follow the hearing. The Council may delay deliberations to a subsequent time certain.
 6. Reopening hearing. Prior to adoption of an Ordinance relating to a legislative land use matter, and upon majority vote of the Council, a hearing may be reopened to receive additional testimony, evidence or argument. The same notice requirements shall be met for the reopened hearing as were required for the original hearing.

10.5 Attorney Representation – Any person attending a hearing has the right to be represented by an attorney.

10.6 Appeal Fee – An appeal fee established by the City Council shall be required to defray costs incidental to the proceedings and shall be paid at the time of filing an appeal. The appeal fee shall be determined by the City Council.

SECTION 11 – ORDINANCES, ORDERS, RESOLUTIONS, AND MOTIONS

11.1 Form – All Ordinances, Orders, and Resolutions shall be presented to the Council.

11.2 Signing Of Official Documents - The Mayor shall sign all records of proceedings approved by the Council. The Mayor shall have no veto power and shall sign all ordinances passed by the Council within three days after their passage. After the Council approves a bond of a City officer or a bond for a license, contract, or proposal, the Mayor shall endorse the bond. The Council President shall perform these functions whenever the Mayor is unable to perform the functions herein.

11.3 Enactment of Ordinances – All ordinances will be enacted pursuant to Section 4 of the Keizer City Charter except that if the Mayor is unable to perform the functions of the office, the Council President shall act as Mayor pursuant to Section 3.3 of the Keizer City Charter, including, but not limited to, signing of ordinances, resolutions and other documents.

11.4 Motion – Any Council member making a motion to be considered by the Council shall state the motion with clarity, specificity, and brevity so the matter is clearly understood.

11.5 Procedures In Handling Parliamentary Motions –

- a) To make a motion, a Council member must be recognized by the Presiding Officer at a time when there is no other business on the floor. The Council member then may state the motion by saying, "I move" and stating the action to be taken.
- b) Another Council member seconds the motion. This can be done without being recognized by the Presiding Officer. If no member seconds the motion, it does not come before the meeting; it "dies" for lack of a second and the Presiding Officer calls for the next item of business. There is no discussion allowed prior to the second, except that any member may request clarification of the motion. A second does not necessarily mean that the member favors the motion. It can be that the member simply wants the motion brought on the floor for discussion.
- c) The Presiding Officer states the question on the motion. This procedure is necessary for the motion to come before the Council. No debate can take place until the Presiding Officer states the motion is on the floor. Mover may withdraw the motion at any time up to the vote. It is unnecessary for the Presiding Officer to ask the member who seconded the original motion to withdraw the second. Withdrawal of the motion by general consent takes precedence to the second.
- d) Any Council member may request a friendly amendment to the motion. If the mover and the second accept and there is no objection by any Council member, the motion goes forward as amended. If there is an objection, or the friendly amendment is not accepted by both the mover and the second, a formal motion to amend may be made.
- e) Debate then takes place on the motion. The original mover is entitled to the floor first. **Each member has the right to speak and to rebut any other speakers, but should not have the floor the second time until all who wish have spoken once.** Unless it is decided otherwise, each speaker is limited to five (5) minutes each time.
- f) The Presiding Officer then puts the question to a vote. When the debate appears to have closed, the Presiding Officer asks "are you ready for the question?" If no one claims the floor, the Presiding Officer restates the motion and calls for a vote.

11.6 Motion for Reconsideration - Unless specifically governed by other provisions of the codes, ordinances, or other regulations of the City, any Council member who voted with the majority or who was not present at the time of the vote, may move for reconsideration of an action at the same or at the next regular meeting of the Council. A vote of reconsideration requires a majority vote of those Council members present. A vote for reconsideration shall take place at the same meeting when there is no other business on the floor or at the next regular meeting of the Council under the Other Business portion of the meeting. A motion for suspension of the rules is not required. After a matter has been reconsidered, it shall not preclude the issue from being raised in the future, but not before the next regular meeting.

SECTION 12 – VOTING

12.1 Voting - Unless a different voting requirement applies, the concurrence of a majority of the members of the Council in attendance, voting when a quorum of the Council is present shall decide any question before the Council. The Presiding Officer will have a vote on all questions before the Council. It is considered inappropriate for members to explain their action during the voting.

12.2 Abstentions – Any Council member abstaining should state the reason for the abstention. Abstentions should not be used if the member does not believe enough information is available. An abstention does not count as either an affirmative or negative vote and shall not be counted toward the number of votes required to pass or reject a motion.

12.3 Methods of Voting - The standard is the voice vote, however the Presiding Officer may decide the type of vote unless directed otherwise by a majority of the Council.

- **Voice Vote**: This is the standard method when no more than a majority vote is required. The ayes are called for first and then the nays.
- **Show of Hands**: This can be used as an alternative to a voice vote, in verifying an inconclusive voice vote or when a two-thirds vote is required for adoption.
- **Vote by Written Ballot**: This is another method that is normally used only in cases of elections or a matter where initial confidentiality is needed. Each Council member shall place their signature on the ballot and the results (including each Council member's specific vote) must be made public immediately following the vote.
- **Roll Call**: In this method, the City Recorder calls the name of each Council member and the Council member responds with their vote on the matter. Council members will be called by position number, with the Mayor being called last.

12.4 Unanimous Consent - For minor matters, the Presiding Officer may use unanimous consent as a voting method if it appears that all of the Council members present agree. If any Council member objects, a formal vote shall be taken.

12.5 Voting Required - Every member of the Council that is present when a question is addressed shall vote for or against the question, unless they abstain for just cause (conflict of interest, bias, etc.).

12.6 Voting Results - The Presiding Officer announces the voting result. This step is always included to ensure Council understanding of the outcome and so that the Recorder will be able to accurately reflect the outcome in the minutes. If a motion ends in a tie, the motion will be considered lost.

12.7 Changing Vote - A Council member has the right to change their vote up to the time the vote is finally announced. After that, they can make the change only by permission

of the Council, which may be given by unanimous concurrence of Council. If an objection is made, a motion may be made to grant the permission. The motion is undebatable.

SECTION 13 – MINUTES

13.1 Recording of Minutes - Minutes are the official record of the City Council meetings. They record the substance of a meeting and are a clear, accurate, concise, informative record of the proceedings. Minutes will generally follow the chronological order of items considered during a meeting. Minutes are not a verbatim transcript, and the meeting does not have to be sound recorded unless otherwise required by law. For practical purposes, however, it is general practice to sound record the meetings of the City Council for back-up reference. Reporting actions taken is the single most important segment of the final minutes. The minutes are to include, at a minimum:

- a) Kind of meeting (regular, special, work session, etc.)
- b) The name of the body meeting (City Council, Urban Renewal Agency, Budget Committee, etc.)
- c) Date of the meeting and place where it is held.
- d) Name and title of Presiding Officer (usually the Mayor).
- e) All motions (main, amendments, withdrawals, etc.), with dispositions, with the name of the mover and, if applicable, the name of the Council member who seconded the motion.
- f) Members present.
- g) Proposals, resolutions, orders, ordinances, and measures proposed and their disposition.
- h) Results of all votes and the vote of each member by name, including abstentions.
- i) The substance of any discussion on any matter.
- j) The name and city of residence, if available, on any person appearing before the City Council to offer testimony, and the substance of such testimony.
- k) Exhibits or written testimony subject to ORS 192.311 to 192.338.
- l) Reference to the appropriate ORS section under which an executive session was held.
- m) The signature of the individual taking the minutes.

n) Signature lines for the Mayor and the Councilors.

13.2 Distribution of Minutes - : Draft minutes are distributed to the City Council with the agenda on which those minutes appear as an item for approval. However, because they are generally completed in draft form prior to distribution of the agenda packets, the draft minutes are available for earlier review should the need arise.

13.3 Correction and Approval of Minutes - Approval of the minutes usually take place at the next regular meeting following the date of the minutes under approval. Generally, minutes appear on the agenda under the Consent Calendar. If minor changes are made to the minutes, a Council member may offer such amendment prior to the Consent Calendar being approved. For extensive amendments, the minutes should be pulled off the Consent Calendar for consideration. All corrections that appear will appear in the minutes of the meeting when the changes took place. If a member of the Council is absent from the meeting, such member can pull the minutes from the Consent Calendar for consideration and announce their absence and abstain from voting for approval of the minutes or they can read the minutes prior to the meeting and vote for approval as part of the Consent Calendar. When a Council member is absent and pulls the minutes from the Consent Calendar to abstain from voting for approval of the minutes, the word "absent" shall be printed in place of a signature.

If a Council member has a concern over the reporting of minutes, it is that Council member's responsibility to review the recording of the meeting and bring corrections forward to the City Council at the next regular meeting with the recording cued, ready to be played, if necessary. It is not appropriate to expend staff time when only one member of Council is requesting the review.

13.4 Reading of Minutes - Unless the reading of the minutes of the previous Council meeting is requested by a majority of the Council, such minutes may be approved without reading if copies thereof have been previously furnished to each Council member.

13.5 Executive Session Minutes - Minutes from Executive Sessions held pursuant to state statute will be kept in the form of a tape recording. No transcription or no written minutes of the Executive Session will be made unless otherwise required by law.

SECTION 14 – PROCLAMATIONS

14.1 Request for Proclamations - Organizations or citizens requesting proclamations that proclaim a specified date or dates to recognize the efforts of various community groups and individuals on certain projects, shall be filed with the City Recorder. Upon receipt, the City Recorder will notify the Mayor of the request. If the Mayor approves the request, the City Recorder will prepare the proclamation for the Mayor's signature. The Mayor may also make proclamations at the Mayor's own discretion without a request.

14.2 Reading of Proclamations - It will be at the discretion of the Mayor if a proclamation will be read at a City Council meeting or presented to the organization or group. It is

preferred that a representative of the requesting organization be present to receive the proclamation.

SECTION 15 – INTERACTIONS WITH STAFF AND MUNICIPAL JUDGE

15.1 Staff - All members of the Council shall respect the separation between the Council's role and the City Manager's responsibility by:

- a) Not interfering with the day-to-day administration of City business, which is the responsibility of the City Manager.
- b) Refraining from actions that would undermine the authority of the City Manager or a Department Director.
- c) Limiting individual inquiries and requests for information from staff to those questions that may be answered readily as part of staff's day-to-day responsibilities. Questions of a more complex nature shall be directed to the City Manager.

1. Questions from individual members of the Council requiring significant time or resources (two hours or more) shall normally require approval of the Council.

2. Members of the Council shall normally share any information obtained from staff with the entire Council. This section is not intended to apply to questions by members of the Council acting in their individual capacities rather than as members of the Council, nor to questions regarding conflict of interest or similar issues particular to a member of the Council.

15.2 Interaction with Municipal Judge - The Council may meet with the judge, but in no instance shall the Council be permitted to interfere with the judge's exercise of judicial authority or discretion.

SECTION 16 – INTERNAL OVERSIGHT

16.1 Internal Oversight - The Council has the right to make and enforce its own rules and to ensure compliance with those laws generally applicable to public bodies. Should any Council member act in any manner constituting a substantial violation of these rules, City Ordinance or Charter, or other general laws, the remaining Council members may issue a censure or memorandum of concern pursuant to the following procedure:

- a) The process is initiated by a written statement by a Council member explaining the alleged misconduct of a Council member and if true, why disciplinary action is needed. Two Council members must date and sign the statement and deliver the original to the City Manager. The City Manager shall then place the matter before the Council at the next regular Council meeting if the written statement is

submitted to the City Manager not later than five (5) calendar days prior to such meeting; otherwise, the matter shall be placed on the agenda for the following Council meeting.

- b) An affirmative vote by five (5) or more members of the Council shall initiate an investigation. An affirmative vote by a Council member shall not indicate that such member believes the truth of the statement and/or the reasoning behind a proposed sanction, but merely that further investigation is warranted under the criteria set forth in subsection c) below. The Council member in question shall not take part in the discussion or the vote.
- c) If initiated, an investigation shall be conducted by a committee consisting of three Council members appointed by the Council. Two additional Keizer residents shall be included if the Council member being investigated makes such request. Such residents shall be selected by the Council. The investigation shall be completed within 30 days of being initiated by the Council. The Committee shall review whether the alleged misconduct occurred, and if so whether the alleged misconduct occurred while acting in their official capacity as a Council member, including, but not limited to the following instances:
 - 1. During a City meeting or while representing the City of Keizer;
 - 2. Council member announced that they were a Council member (and therefore infers that conduct is as a Council member);
 - 3. Conduct occurred in writing available to the public (social media, newspaper) as identified as a Council member.

Whether the Council member committed the alleged misconduct while in their official capacity is only a factor to be considered. In compliance with this Section, the Council may investigate and impose sanctions where the Council member in question was not acting in their official capacity.

- d) If misconduct is found unanimously by the members of the City Council Committee, the Committee would present the investigation conclusion to the Council with a recommendation of any sanctions. Sanctions could include
 - 1. A memo of concern from the full City Council, or
 - 2. Censure.
- e) The Council shall vote on the Committee recommendation. A memorandum of concern would require a four (4) member vote of the Council; a censure would require at least a five (5) member vote. The Council member in question shall not take part in the discussion or the vote.

- f) If misconduct is not found unanimously by the City Council Committee, a public report of the Committee findings will be presented to the City Council during a Council meeting. A copy of that report will be given to the Council member who was investigated.

SECTION 17 – COUNCIL VACANCIES/APPOINTMENTS

17.1 Vacancy of Council Position – Section 7.8 of the Keizer City Charter outlines circumstances in which a Council position may become vacant. Vacant elective offices shall be filled by appointment. A majority vote of the remaining members of the Council shall be required to validate the appointment. Upon validation, the appointee's term of office shall begin and continue throughout the unexpired term of the predecessor.

17.2 Vacancy of Mayor Position – In the event the office of the Mayor becomes vacant, the Council President shall become Mayor. A new Council President shall be nominated accordingly from the remaining members of the Council. The Council then shall appoint a Councilor to fill the vacancy as set forth below.

17.3 Declaration of Vacancy – If required by the Charter, the vacant position shall be declared vacant by Resolution.

17.4 Process for Appointment – The Council shall adopt a timeline for the appointment process. A press release will be issued inviting members of the community, who meet the qualifications as outlined in the Charter, to submit a letter of interest and resume. Only candidates who have submitted the letter and resume by the deadline determined by the Council may be considered. Within 45 days of vacancy, the Council shall appoint the replacement Councilor as set forth in this Section.

17.5 Presentation Process – The candidates shall be invited to make a presentation before the City Council. The presentation process is as follows:

- a) Presentation length: Five minutes. There is to be no discussion or questions by the Council whatsoever, except for the written questions noted below.
- b) Order of the presentations: Drawn from the official bucket.
- c) Candidates will be requested to sequester themselves outside the Council Chambers until time for their presentation so they will not gain advantage by listening to the other candidates. They may remain in the audience after their presentation.
- d) Each of the six current Council members may submit a written question to be given the candidates. The candidates may choose to address the questions in their presentations. The deadline for submittal of the questions shall be one week before the presentation.

- e) Following close of the presentation, all candidates who have submitted a letter of interest and resume shall be considered and formal nominations shall not be made.

17.6 Appointment Vote – The Presiding Officer or City Attorney shall review the appointment process with members of the audience prior to any votes being taken. Written ballots shall be prepared containing the names of all of the candidates. The following voting process will be followed:

- a) Each of the remaining members of the Council shall select one candidate and mark their ballot accordingly. If one candidate receives the majority of the votes of the remaining members of the Council, such candidate shall be appointed to fill the vacant position.
- b) If no candidate receives a majority vote of all remaining members of the Council on the first ballot, a second ballot shall be distributed. The second ballot shall contain the names of the two candidates receiving the most votes from the first ballot, unless a tie resulted from the first ballot. In a first place tie situation, all first place candidates will be placed on the second ballot. If there is one first place candidate and tied second place candidates, then all first and second place candidates will be placed on the second ballot. Each remaining member of the Council shall select one candidate and mark their ballot accordingly. The candidate receiving a majority of the votes of the remaining members of the Council shall then be appointed to the vacant position.
- c) If no candidate receives a majority vote of all remaining members of the Council on the second ballot, a third and final ballot shall be distributed. The third and final ballot shall contain the names of the two candidates receiving the most votes from the second ballot, unless a tie resulted from the second ballot. In a first place tie situation, all first place candidates will be placed on the third and final ballot. If there is one first place candidate and tied second place candidates then all first and second place candidates will be placed on a third and final ballot. Each remaining member of the Council shall select one candidate and mark their ballot accordingly. The candidate receiving the majority of the votes of the remaining members of the Council shall be appointed to the vacant position. In case of a tie vote on this third and final vote, the Council will select the replacement Councilor according to the procedure outlined in Section 17.7 – Tie Votes – Appointment Process.
- d) By Resolution, the Council shall validate the appointment.

17.7 Tie Votes- Appointment Process – If no candidate receives a majority vote of all remaining members of the Council on the third and final vote, the names of the two candidates receiving the most votes from the third and final ballot will be placed in an official City bucket, unless a tie resulted from the third and final ballot. In a first place tie

situation, all first place candidates will be placed in the official City bucket. If there is a one first place candidate and tied second place candidates, then all first and second placed candidates' names will be placed in the official City bucket. The City Recorder will draw the successful name.

17.8 Tie Votes – Council Election – When two or more candidates running for the same Council position, have an equal and the highest number of votes, the successful candidate will be determined by a drawing of lots. Upon confirmation of a recount by the Marion County Elections Division, this determination shall take place at the first regularly scheduled meeting after such recount confirmation. The Council will use the same process to determine the successful candidate as outlined in Section 17.7 – Tie Votes – Appointment Process.

SECTION 18 – CREATION OF CITY COMMITTEES, BOARDS AND COMMISSIONS, COUNCIL COMMITTEES, AD-HOC TASK FORCES AND WORK GROUPS

18.1 Citizen Committees, Boards and Commissions – At any time, the Council may by resolution establish any City Board, Commission or Committee deemed necessary and in the best interests of the City. Any committee so created may contain one or more Council members as members. Unless otherwise provided, all City Boards, Commissions, and Committees so created shall sunset at the end of their mission, but in all events shall be reviewed in January of odd numbered years, prior to Council member liaison appointment.

18.2 Membership Appointment – The Volunteer Coordinating Committee is the only standing City Committee that receives members by direct appointment from the City Council. Each Council member will make a one-member appointment to the Volunteer Coordinating Committee as allowed in Council resolution for a two-year term. If a Council member leaves office prior to the end of the Council member's scheduled term, the replacement Council member shall appoint a member to the Volunteer Coordinating Committee. Except for Council members, all other applicants for City Boards, Commissions, Committees or any group (other than Council Work Groups, Task Forces, or Outside Committees) will be recommended by the members of the Volunteer Coordinating Committee who will receive, review, and process written applications and forward recommendations to the Council for appointment consideration, unless the Resolution, Ordinance, or State Statute defines the appointment process differently. The Mayor shall make the Council member appointments for all Committees, Task Forces, Boards, Outside Committees or any other groups at the first meeting in January every odd numbered year or when necessary.

18.3 Qualifications – No appointee may serve on more than two City Boards, Commissions or Committees at any one time, without Council approval. Budget Committee members are required to be appointed from the electorate. All of other City Boards, Commissions, Committee or Task Force members shall be appointed pursuant to Council Resolution or Ordinance.

18.4 Removal of Members of Committees, Boards, and Commissions – The Council may remove any member of any committee, board, commission, task force or any other group by a vote of at least a two-thirds majority of the Council. All members of City Boards, Commissions or Committees serve at the pleasure of the Council except as otherwise provided by law. All Council seats on City Boards, Commissions or Committees are reserved for sitting Council members; upon expiration of any Council member's term, or upon resignation, removal or death, the Council member's seat on any City Board, Commission, Committee, Outside Committee, or any other position as City representative occupied by that person shall be immediately declared vacant, and a sitting Council member appointed by the Mayor as a replacement.

18.5 Council Task Forces – Council Ad-Hoc Task Forces may be created at any time by resolution. All Council Ad-Hoc Task Forces shall have a Council member as Chair who shall be either appointed by the Mayor, or by a majority vote of the members of the committee in the absence of such appointment. Appointment of the members to Task Forces shall be by majority vote of the Council members present. Such Task Force shall report to the Council without unnecessary delay upon matters referred to them. All Council Ad-Hoc Task Forces so created shall sunset at the end of their mission, but in all events shall be reviewed in January of odd numbered years prior to Council member liaison appointment.

18.6 Council Work Groups – Council Work Groups shall consist of three Council members who shall be appointed by the Mayor at a regularly scheduled Council meeting. Such Work Group shall report to the Council without unnecessary delay upon matters referred to them. All Council Work Groups so created shall sunset at the end of their mission and final report/recommendation to the Council.

18.7 Meetings Subject to Oregon Open Meetings Law – All meetings of any City Boards, Commissions, Lay-Committees, Council Committee, Task Force, or Work Group shall be subject to and comply with the Oregon Public Meetings law.

18.8 Registry – The City Recorder shall prepare, keep current and retain on file in the Office of the City Recorder a list of all appointees to all City Boards, Commissions, Committees, Council Ad-Hoc Task Forces, and any other group, the date of their appointment, the length of their unexpired term, and their addresses and phone numbers.

18.9 Youth Councilor – Each school year one Youth Councilor may be appointed as a non-voting member of the Council. The Youth Councilor shall not attend executive sessions. To receive this appointment, the candidates must be Keizer residents who are either attending high school or registered home schooled students. The appointments shall be by majority vote of the Council members present, following recommendations from the Volunteer Coordinating Committee. The Youth Councilor may be assigned roles and positions by Council.

18.10 Youth Liaison – Each school year one Youth Liaison may be appointed as a non-voting member to any City Board, Committee, or Commission. To receive this appointment the candidate must be either attending high school or a registered home schooled student. The appointment shall be by majority vote of the Council members present, following a recommendation from the Volunteer Coordinating Committee.

18.11 Outside Committees – Outside Committees are those committees, boards, commissions and other types of groups not created by the City Council. They include both governmental entities, as well as non-profit organizations; e.g., Keizer Rotary, Keizer Chamber of Commerce, Salem-Keizer Area Transportation Study, Mid-Willamette Valley Council of Governments, etc. For non-Councilor appointments, the Council shall determine the appointment, following recommendation by the Volunteer Coordinating Committee. The Mayor shall appoint Council members to liaison and non-liaison positions for outside committees the first meeting in January every odd numbered year or when necessary. Each Council member shall keep the Mayor and Councilors informed of their involvement in all outside committees. The particular outside committee shall determine any attendance requirements and other matters concerning membership, voting, and procedure, subject to Council approval. Non-liaison (voting) Councilor positions may not be substituted by another Council member, unless such outside committee's rules specifically allow for such substitution.

Nothing contained herein shall prevent a Council member from being a member of any type of committee outside of these provisions. However, such membership shall be as a private citizen and not as a representative of the City of Keizer.

18.12 City Committees/Council Member Liaisons – Council member liaison positions on City committees, boards, commissions, and task forces are non-voting. Council member liaisons shall generally provide avenues of communication between their committee and the Council and shall update the Council on the general status of such committee. Generally speaking, Council members in liaison positions should refrain from expressing opinion on specific policy issues under consideration by the committee unless it is to relay known City Council positions on a particular matter.

18.13 Additional Groups – No Board, Commission, Committee, Work Group, Task Force or any public body (other than the Council) may create another public body, except for subcommittees consisting only of its members. Upon recommendation by an entity, the Council may create another Group.

18.14 Electronic Meetings Limited – Except as stated below, no Board, Commission, Committee, Work Group, Task Force or other Council-created group may meet electronically, except if the meeting is scheduled for a time when a federal, state or local emergency declaration affecting all or a part of the City is in effect. At the chair's discretion and without objection from the committee, committees may hold a meeting partially or totally electronically upon a showing of a particular need.

SECTION 19 – ELECTRONIC MAIL/SOCIAL MEDIA

19.1 Electronic Mail/Social Media – The Council will observe the following guidelines when using any electronic method for correspondence or social media in their elected roles:

- a) All e-mail/social media used by the Mayor and Councilors will comply with the requirements of the Oregon Public Records Law.
- b) E-mail may be used for correspondence, to schedule meetings, send informative messages, or request information from other members of the Council, the City Manager, or Department Directors. Council members shall use and keep their email accounts updated. The City shall provide sufficient equipment and software for Council members.
- c) E-Mail/social media may not be used to discuss policy issues with a quorum of the Council at one time or a quorum of any other governing body in any manner which would be in violation of the Oregon Public Meeting Laws.
- d) All e-mail/social media used by Council members shall use City accounts only when acting in Council's elected roles. No discussions or issues involving City business shall take place on non-City e-mail/social media accounts. This is required to be able to accurately archive these communications for public records purposes.

SECTION 20 – CITY COUNCIL GOAL/WORK PLAN SETTING

20.1 Council Goal/Work Plan Setting –

- a) Goal Setting/Work Plan Parameters. The Council shall set goals at a minimum of every two years to coincide with mayoral terms of office. The goals shall include Short Term Goals that the Council plans on completing within the next 24 months and Long Term Goals that the Council plans to work on during the next two years, but will take longer to complete than 24 months. In addition, the Council may also set a work plan for projects that Council has determined to be priorities for the short or long term.
- b) Creation of initial list. Following the election in November of even numbered years, the newly elected Council members are strongly encouraged to meet with the current Council members in a work session meeting to establish an initial list of potential Council goals/Work plan. This initial “brainstorming” session shall be completed by December 31 of the election year.
- c) Work Session. During the first calendar quarter of the year following an election, a work session shall be dedicated to Council Goal/Work Plan Setting. During this

work session the initial list of potential Council goals and Work plan will be refined and amended to reflect the needs, and goals of the community. The goals shall reflect, but not be limited to, the goals established in the City's Strategic Plan; Master Plans, community input, City staff, City committees and Council members. The Work plan shall include items of importance to the community.

- d) Adoption. Council Goals/Work Plan shall be adopted at a regular meeting of the Keizer City Council no later than the second regular session in April of the year following an election.

SECTION 21 – CITY COUNCIL TRAINING/AFFILIATION MEETINGS

21.1 Council Member Training – All Council members are encouraged to attend at least one City affiliated training seminar/conference per calendar year. Such trainings might include:

- League of Oregon Cities Annual Conference
- League of Oregon Cities Elected Officials Training Sessions
- Mid-Willamette Valley Council of Governments New City Councilor Training
- Mid-Willamette Valley Council of Governments State Wide Planning Seminar
- State of Oregon Emergency Management

21.2 Mayor's Training – In addition to the above expectation, the Mayor is expected to represent the City at the annual conferences of the Oregon Mayor's Association.

21.3 Reimbursement Allowance – Within budget constraints, training costs directly connected with the above conferences or the Council members' City committees are reimbursable. Any reimbursement allowance must comply with City of Keizer Personnel Policies.

21.4 Council Approval – Any other Council member training or affiliation meetings that exceed a total cost of One Hundred Dollars (\$100.00), including the registration costs, require Council approval prior to registering for the event.

SECTION 22 – MISCELLANEOUS

22.1 Amendments to Council Rules - Amendments to these rules shall be by made by resolution.

22.2 Captions - All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Council Rules of Procedures.

Signature Page

The foregoing Council Rules were adopted by the City Council on April 19, 2021 by Resolution R2021-3167. By signing below the Council members affirm they have read and received a copy of these rules.

City Council:

Mayor

Council President

Councilor

Councilor

Councilor

Councilor

Councilor

Enrolled

House Bill 2560

Sponsored by Representative MEEK, Senator STEINER HAYWARD; Representatives DEXTER, GRAYBER, MARSH, MCLAIN, REARDON, REYNOLDS, SALINAS, SCHOUTEN, SMITH WARNER, SOLLMAN, VALDERRAMA, WILDE, WILLIAMS, Senator MANNING JR (Presession filed.)

CHAPTER

AN ACT

Relating to expanding remote participation of public in self-government through use of technology; amending ORS 192.670.

Be It Enacted by the People of the State of Oregon:

SECTION 1. ORS 192.670 is amended to read:

192.670. (1) Any meeting, including an executive session, of a governing body of a public body which is held through the use of telephone or other electronic communication shall be conducted in accordance with ORS 192.610 to 192.690.

(2) When telephone or other electronic means of communication is used and the meeting is not an executive session, the governing body of the public body shall make available to the public at least one place where, or at least one electronic means by which, the public can listen to the communication at the time it occurs. A place provided may be a place where no member of the governing body of the public body is present.

(3) All meetings held by a governing body of a public body, excluding executive sessions, must provide to members of the general public, to the extent reasonably possible, an opportunity to:

(a) Access and attend the meeting by telephone, video or other electronic or virtual means;

(b) If in-person oral testimony is allowed, submit during the meeting oral testimony by telephone, video or other electronic or virtual means; and

(c) If in-person written testimony is allowed, submit written testimony, including by electronic mail or other electronic means, so that the governing body is able to consider the submitted testimony in a timely manner.

(4) The provisions of subsection (3) of this section:

(a) Apply to hearings under ORS 197.763, 215.402 to 215.438 and 215.700 to 215.780 regardless of whether a governing body or governing body's designee, including a hearings officer, conducts the hearing; and

(b) Do not apply to contested case hearings under ORS chapter 183.

Passed by House April 10, 2021

.....
Timothy G. Sekerak, Chief Clerk of House

.....
Tina Kotek, Speaker of House

Passed by Senate May 27, 2021

.....
Peter Courtney, President of Senate

Received by Governor:

.....M.,....., 2021

Approved:

.....M.,....., 2021

.....
Kate Brown, Governor

Filed in Office of Secretary of State:

.....M.,....., 2021

.....
Shemia Fagan, Secretary of State

CITY COUNCIL MEETING: October 4, 2021**AGENDA ITEM NUMBER: _____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: R. WES HARE, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: *RESOLUTION AUTHORIZING CITY MANAGER TO SIGN CONTRACTS WITH ARAMARK*

The City contracts for throw rug cleaning services with Aramark. Such contract expired on September 21, 2021. City staff requested informal proposals to perform this service and Aramark was the low proposer. Because Aramark and the City would like to enter into five-year contracts for the Public Works building and the Civic Center, staff is requesting authorization for the City Manager to sign the proposed contracts.

RECOMMENDATION:

Adopt the attached Resolution.

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

ESJ/tmh
attachment

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2021-_____

AUTHORIZING CITY MANAGER TO SIGN CONTRACTS WITH ARAMARK

WHEREAS, the City of Keizer and Aramark entered into a contract for throw rug cleaning services;

WHEREAS, such contract expired on September 21, 2021;

WHEREAS, the City solicited informal proposals for throw rug cleaning services and Aramark submitted the low proposal;

WHEREAS, the City and Aramark wish to enter into five-year contracts for such services for the Public Works building and the Civic Center;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is authorized to sign the attached contracts with Aramark.

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

PASSED this _____ day of _____, 2021.

SIGNED this _____ day of _____, 2021.

Mayor

City Recorder



1-800-ARAMARK
aramarkuniform.com

SERVICE AGREEMENT

Customer #: 4911046 Use only for current customers

Customer's Service Location (for multiple locations, see attached list)

Customer's Billing Address (if different)

CUSTOMER NAME: KEIZER POLICE DEPT CIVIC CENTER	CUSTOMER NAME: City of Keizer
ADDRESS: 930 Chemawa Rd NE	ADDRESS: PO Box 21000
CITY/STATE/ZIP: Keizer OR 97303	CITY/STATE/ZIP: Keizer OR 97307

GARMENTS AND SERVICES ORDERED:

No. of Wearers	MERCHANDISE	NUMBER OF ITEMS PER WEARER*	RATE (per item)**	EASYCARE™ (per item)	FREQUENCY	REPLACEMENT CHARGE (per item)

ALLIED MERCHANDISE AND SERVICES ORDERED:

MERCHANDISE	QUANTITY*	RATE (per item)	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (per item)
MAT_NYLON/RUBBER(DM0001DKGY3X4)	16	\$3,500	EOW	50%		\$75.00
~~ARAMARK DYNAMAT(DM1166BLAK3X4)~~	~~2~~	~~\$2,750~~	~~EOW~~	~~100%~~		~~\$100.00~~
MAT_NYLON/RUBBER(DM0001DKGY4X6)	10	\$8,000	EOW	50%		\$100.00

*Represents total allocated units, including items at Customer's location(s) and items in the process of being laundered.

**There will be an extra charge reflected on your invoice for any non-standard sized garments.

ADDITIONAL CHARGES

DESCRIPTION	RATE	DESCRIPTION	RATE
Service Charge		Company Emblem	\$1.00
Preparation Charge	\$1.00	Other Emblem	\$1.00
Bill Assure		Name Emblem	\$1.00
Multi-day Stop Charge		Other Charges/Services:	

Additional Terms/Charges:

Aramark Uniform Services (AUS) will provide Customer with a uniform, apparel and/or allied product (Merchandise) rental, lease and/or processing of customer-owned-goods program. Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and any addendums (which constitute our entire agreement), including increases in inventories or additions in Merchandise. A rental program will be provided unless otherwise specified. AUS will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees. Customer must notify AUS of an employee's termination and will promptly return Merchandise issued to that employee. All other Merchandise reductions may be made with the approval of AUS. ~~Customer agrees that AUS is its exclusive provider of rented and/or leased Merchandise and related services.~~

This Agreement is effective on the date of the last signature to this Agreement, and will continue for 60 consecutive months following the later of such date or the date Merchandise is first installed. ~~This Agreement will automatically renew for consecutive like terms unless either party gives the other party written notice of termination at least 60 days before the end of the then current term by certified mail, return receipt requested.~~ All rented or leased Merchandise is the property of AUS. Rented and leased Merchandise that is lost or ruined will be promptly paid for by Customer at the then current replacement charge; except for Merchandise ruined through normal wear, ruined Merchandise covered by EasyCare®, lost Merchandise covered by Inventory Maintenance and Merchandise covered by Bill Assure. AUS agrees that the

LOGO mats are the property of Customer and will remain the property of Customer.
AUS will provide regularly scheduled cleaning of Customer owned LOGO mats.

TERMS AND CONDITIONS (continued)

If an "EasyCare®" charge is included, AUS will replace the corresponding Merchandise that is ruined without any additional ruin charge. Merchandise that is ruined as a result of intentional abuse is not covered by EasyCare® and Customer is still responsible for preparation, name and emblem charges. Either party may discontinue EasyCare® by providing written notice to the other party, in which case standard ruin charges will apply.

If an "Inventory Maintenance" charge is included, AUS will replace the corresponding Merchandise that is lost by Customer without any additional loss charge. Merchandise that is lost as a result of willful misconduct is not covered by Inventory Maintenance.

If a "Bill Assure" charge is included, AUS will replace rented or leased Merchandise that is lost or ruined without any additional loss or ruin charges. Merchandise that is lost or ruined as a result of willful misconduct or intentional abuse is not covered by Bill Assure and Customer is still responsible for preparation, name and emblem charges. Either party may discontinue Bill Assure at any time by providing written notice to the other party, in which case standard loss and ruin charges will apply.

Each year, on or after the beginning of the month in which the anniversary date of this Agreement occurs, AUS may increase the charges then in effect by the greater of the percentage change in the Consumer Price Index over the previous 12 months or 5%. ~~In addition, charges may be further increased upon written notice (which may be by invoice or monthly statement):~~ Customer may reject any such additional increase by notifying AUS in writing within 15 days of receiving notice of such increase. If Customer rejects an additional increase, AUS reserves the right to terminate this Agreement in whole or in part. ~~In consideration of the sizeable investment AUS is making in Merchandise, Customer agrees that AUS may impose minimum per invoice recurring Merchandise charges equal to the greater of (a) \$25 or (b) 75% of the initial amount of such charges.~~ AUS will charge customer for ~~every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks.~~ *Service Period.*

For customers extended credit, payment terms are net 10 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law will be charged by AUS on all past due amounts. AUS may elect at any time to revoke credit privileges. Customer acknowledges that a signed invoice is not required for payment. Customer may be assessed a returned check fee of \$25.00. Customer is responsible for all sales and use taxes.

Service Guaranty: Customer may terminate this Agreement at a location for material deficiencies in service at such location by informing AUS in writing (by certified mail, return receipt requested) of the precise nature of the service deficiencies and allowing AUS at least 30 days to correct or begin to correct the deficiencies. If AUS has not corrected or begun to correct the deficiencies at the location, Customer may then terminate this Agreement at the location by giving AUS 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that AUS has not begun to correct. While AUS will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed to terminate this Agreement.

Customer agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of this Agreement. EasyCare®, Inventory Maintenance and Bill Assure do not cover lost or ruined Merchandise identified in connection with any termination or expiration of this Agreement. ~~If Customer breaches this Agreement or terminates this Agreement early (except in accordance with the above Service Guaranty), in whole or in part, Customer agrees to pay AUS liquidated damages (intended as a good faith pre-estimate of the actual damages AUS would incur and not as a penalty), equal to the greater of (a) 50% of the average weekly charges during the three months prior to termination multiplied by the number of weeks remaining in the current term, or (b) a buyback of all Merchandise in inventory at the then current replacement charge.~~ *Customer and AUS, by mutual written agreement, may terminate this Contract at any time. ***

By signing below, Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement.

Unless specified in writing in this Agreement, the Merchandise supplied is not flame resistant or resistant to hazardous substances and is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Customer agrees to indemnify, defend and hold AUS harmless from and against any loss, claim, expense, including attorney's fees, or liability incurred by AUS as a result of the use of the Merchandise in areas where contact with flames or hazardous substances is possible or where it is alleged that the Merchandise was not appropriate for the actual use. Customer will immediately notify AUS of any toxic or hazardous substance introduced onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by AUS or its employees as a result of the existence of such substances. AUS reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that AUS makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering. Customer is responsible for determining if additional safety measures are needed under specific conditions.

Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use, placement and securing of the Merchandise. Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and AUS disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights. In no event will AUS, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential (including lost revenue or profits), punitive or extraordinary damages.

Any controversy or claim arising out of or relating to this Agreement will be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on an arbitration award may be entered in any court having jurisdiction. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees to pay all AUS's fees and costs involved in collection, including reasonable attorney's fees.

The performance of AUS's duties under this Agreement may be subject to circumstances beyond AUS's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. AUS's failure to perform under this Agreement because of such events will not be considered a breach.

If Customer sells or transfers its business (whether by asset sale, stock sale or otherwise), Customer agrees to require the new owner or operator to assume and become bound by this Agreement.

Customer confirms that, by signing this Agreement, Customer will not breach any existing contract and the person signing this Agreement is duly authorized to do so. The parties explicitly acknowledge and agree that this Agreement may be signed electronically and in counterparts and that a signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer. This Agreement can only be amended in writing signed by an AUS General Manager.

Aramark Uniform Services, a division of Aramark Uniform & Career Apparel, LLC

KEIZER POLICE DEPT
Name of Customer

Customer Phone Number

CHARLIE HIGGINS, RSR
Aramark Representative Name & Title

Name & Title of Customer Contact

Signature - Aramark Representative

Date

By
Signature of Authorized Customer Representative

Date

Signature - Aramark General Manager

Date

* AUS may also increase charges at any time by notifying Customer in Writing 14 days prior to the increase.
** Customer may cancel this Agreement if sufficient funds are not available. Either party may terminate this Contract without cause by providing the other party with a 60 day written notice.



1-800-ARAMARK
aramarkuniform.com

SERVICE AGREEMENT

Customer #: 4911037 Use only for current customers

Customer's Service Location (for multiple locations, see attached list)

Customer's Billing Address (if different)

CUSTOMER NAME: KEIZER PUBLIC WORKS	CUSTOMER NAME: City of Keizer
ADDRESS: 641 Chemawa Rd NE	ADDRESS: PO Box 21000
CITY/STATE/ZIP: Keizer OR 97303	CITY/STATE/ZIP: Keizer OR 97307

GARMENTS AND SERVICES ORDERED:

No. of Wearers	MERCHANDISE	NUMBER OF ITEMS PER WEARER*	RATE (per item)**	EASYCARE™ (per item)	FREQUENCY	REPLACEMENT CHARGE (per item)

ALLIED MERCHANDISE AND SERVICES ORDERED:

MERCHANDISE	QUANTITY*	RATE (per item)	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (per item)
LNDRY BAG ERGO CLIPS(XX0297GREYX)	2		EOW			\$4.00
MAT_NYLON/RUBBER(DM0001DKGY3X4)	2	\$4.000	EOW	50%		\$50.00
ARAMARK DYNAMAT(DM1166BLAK3XE) (CH)	2	~~\$4.000~~	~~EOW~~	~~100%~~ (CH)		~~\$100.00~~ (CH)
MAT_NYLON/RUBBER(DM0001DKGY3X10)	2	\$8.000	EOW	50%		\$100.00
MAT_NYLON/RUBBER(DM0001DKGY4X6)	8	\$8.000	EOW	50%		\$100.00
UTILITY_TOWEL(TO0053BLUXX)	1	\$1.500	EOW	100%		\$1.00

*Represents total allocated units, including items at Customer's location(s) and items in the process of being laundered.

**There will be an extra charge reflected on your invoice for any non-standard sized garments.

ADDITIONAL CHARGES

DESCRIPTION	RATE	DESCRIPTION	RATE
Service Charge		Company Emblem	\$1.00
Preparation Charge	\$1.00	Other Emblem	\$1.00
Bill Assure		Name Emblem	\$1.00
Multi-day Stop Charge		Other Charges/Services:	

Additional Terms/Charges:

Aramark Uniform Services (AUS) will provide Customer with a uniform, apparel and/or allied product (Merchandise) rental, lease and/or processing of customer-owned-goods program. Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and any addendums (which constitute our entire agreement), including increases in inventories or additions in Merchandise. A rental program will be provided unless otherwise specified. AUS will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees. Customer must notify AUS of an employee's termination and will promptly return Merchandise issued to that employee. All other Merchandise reductions may be made with the approval of AUS. ~~Customer agrees that AUS is its exclusive provider of rented and/or leased Merchandise and related services.~~

This Agreement is effective on the date of the last signature to this Agreement, and will continue for 60 consecutive months following the later of such date or the date Merchandise is first installed. ~~This Agreement will automatically renew for consecutive like terms unless either party gives the other party written notice of termination at least 60 days before the end of the then current term by certified mail, return receipt requested.~~ All rented or leased Merchandise is the property of AUS. Rented and leased Merchandise that is lost or ruined will be promptly paid for by Customer at the then current replacement charge; except for Merchandise ruined through normal wear, ruined Merchandise covered by EasyCare®, lost Merchandise covered by Inventory Maintenance and Merchandise covered by Bill Assure.

Terms and Conditions Continued on Next Page

TERMS AND CONDITIONS (continued)

If an "EasyCare®" charge is included, AUS will replace the corresponding Merchandise that is ruined without any additional ruin charge. Merchandise that is ruined as a result of intentional abuse is not covered by EasyCare® and Customer is still responsible for preparation, name and emblem charges. Either party may discontinue EasyCare® by providing written notice to the other party, in which case standard ruin charges will apply.

If an "Inventory Maintenance" charge is included, AUS will replace the corresponding Merchandise that is lost by Customer without any additional loss charge. Merchandise that is lost as a result of willful misconduct is not covered by Inventory Maintenance.

If a "Bill Assure" charge is included, AUS will replace rented or leased Merchandise that is lost or ruined without any additional loss or ruin charges. Merchandise that is lost or ruined as a result of willful misconduct or intentional abuse is not covered by Bill Assure and Customer is still responsible for preparation, name and emblem charges. Either party may discontinue Bill Assure at any time by providing written notice to the other party, in which case standard loss and ruin charges will apply.

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 * In addition, charges may be further increased upon written notice (which may be by voice or monthly statement). Customer may reject any such additional increase by notifying AUS in writing within 15 days of receiving notice of such increase. If Customer rejects an additional increase, AUS reserves the right to terminate this Agreement in whole or in part.
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 Customer and AUS, by mutual written agreement, may terminate this Contract at any time. **

By signing below, Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement.

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Any controversy or claim arising out of or relating to this Agreement will be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on an arbitration award may be entered in any court having jurisdiction. The parties agree to utilize a single arbitrator and the most expedient process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees to pay all AUS's fees and costs involved in collection, including reasonable attorney's fees.

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Customer confirms that, by signing this Agreement, Customer will not breach any existing contract and the person signing this Agreement is duly authorized to do so. The parties explicitly acknowledge and agree that this Agreement may be signed electronically and in counterparts and that a signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer. This Agreement can only be amended in writing signed by an AUS General Manager.

Aramark Uniform Services, a division of Aramark Uniform & Career Apparel, LLC

KEIZER POLICE DEPT

Name of Customer

Customer Phone Number

CHARLIE HIGGINS, RSR

Aramark Representative Name & Title

Name & Title of Customer Contact

Signature - Aramark Representative

Date

By
Signature of Authorized Customer Representative

Date

Signature - Aramark General Manager

Date

* AUS may also increase charges at any time by notifying Customer in writing 14 days prior to the increase.

** Customer may cancel this Agreement if sufficient funds are not available. Either party may terminate this Contract without cause by providing the other party with a 60 day written notice.



MINUTES
KEIZER CITY COUNCIL
Monday, September 20, 2021
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

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

Present:

Cathy Clark, Mayor
Laura Reid, Councilor
Roland Herrera, Councilor
Daniel Kohler, Councilor
Kyle Juran, Councilor
Ross Day, Councilor
Miranda Coleman, Youth Councilor

Staff:

Wes Hare, Interim City Manager
Shannon Johnson, City Attorney
Tim Wood, Finance Director
Bill Lawyer, Public Works Director
John Teague, Police Chief
Shane Witham, Planning Director
Tracy Davis, City Recorder

Absent:

Elizabeth Smith, Councilor

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

Mayor Clark asked that Item 8c regarding the Community Diversity Engagement Committee and Work Group be pulled from the agenda. There were no objections.

SPECIAL ORDERS OF BUSINESS

**a. Tribute to
Former City
Councilor
Charles Lee**

Mayor Clark read a proclamation regarding former City Councilor Chuck Lee. Councilors in turn shared their thoughts and appreciation for Mr. Lee and his accomplishments.

**b. Volunteer of the
Quarter Award –
Arturo & Olga
Gloria – Latinos
in Action
Committee**

Councilor Herrera read the nomination. Pastor Jose Dominguez read a letter from Natalie Alvarado thanking the LAC for her scholarship.

Mayor Clark presented a clock and certificate to Arturo and Olga Gloria.

Councilor Herrera thanked the City of Keizer and the Keizer community for their support.

**COMMITTEE
REPORTS**

Robert Becker, Keizer, announced that the Keizer Cultural Center was officially open, shared information about recent renovations to the building, museum and library and Homegrown Theater productions and urged everyone to volunteer.

PUBLIC COMMENT *Blu Kasadu*, Keizer, reported on unlivable conditions of Susan Court where he resides and proposed that the City partner with him to sue the establishment, take possession and rehabilitate it.

Mayor Clark acknowledged communications received from Mr. Kasadu, but responded that the City is not in the rental business.

PUBLIC HEARING *Mayor Clark opened the Public Hearing.*

**a. Keizer
Development
Code – Text
Amendments
(Detached
Single Family
Dwellings)**

Planning Director Shane Witham summarized his staff report. Discussion followed regarding the reduced lot size, the River Cherry Overlay District standards, and enforcement of maintenance agreements, after which City Attorney Shannon Johnson indicated that he would tweak the language before bringing the final version to Council.

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

Councilor Reid moved that the Keizer City Council direct staff to prepare an ordinance with findings to adopt the proposed revisions pursuant to language directed to staff. Councilor Day seconded. Motion passed as follows:

AYES: Clark, Reid, Herrera, Kohler, Day and Juran (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Smith (1)

b. RESOLUTION – *Mayor Clark opened the Public Hearing.*

**Authorization
for
Supplemental
Budget –
General Fund –
School District
Contract**

Finance Director Tim Wood summarized his staff report and explained that there would be no fiscal impact to Keizer residents.

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

Councilor Reid moved that the Keizer City Council adopt a Resolution Authorization for Supplemental Budget – General Fund – School District Contract. Councilor Kohler seconded. . Motion passed as follows:

AYES: Clark, Reid, Herrera, Kohler, Day and Juran (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Smith (1)

**RESOLUTION –
Authorization
for
Supplemental
Budget –
Administrative
Services –
Retirement
Costs**

Councilor Reid moved that the Keizer City Council adopt a Resolution Authorization for Supplemental Budget – Administrative Services – Retirement Costs. Councilor Kohler seconded. . Motion passed as follows:

AYES: Clark, Reid, Herrera, Kohler, Day and Juran (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Smith (1)

ADMINISTRATIVE ACTION

a. Telecom Administration

City Attorney Shannon Johnson summarized his staff report.

Reba Crocker with Right of Way Consultants shared a video and gave a slide presentation with detailed information about right of way management and the City's role in that. She fielded questions and facilitated discussion regarding franchise fees, the possible cost to Keizer citizens, transitioning from single provider franchise fees, the company commission costs to the City, having a Code that prohibits providers from passing on increased costs to customers and making the field competitive.

Council asked Mr. Johnson to bring them more information.

b. Park Management Agreement for Keizer Little League Park

City Attorney Shannon Johnson summarized his staff report.

Discussion followed regarding renaming buildings and fields, the importance of ensuring that the lessee is aware of problems, insurance, reporting to Council, the fee schedule, revenue and allowing the sale of alcohol at the park.

Mickey Walker, Keizer, Love of the Game, spoke in defense of allowing the sale of alcohol at the park, noted that naming of the park or buildings was fluid, explained the use fee schedule and that the goal was to have an impartial third party running the fields for the best interest of all local youth baseball organizations.

Bill Walker, Keizer, urged that both baseball and softball fields be maintained and stated that he was opposed to allowing alcohol at the fields.

Shane Diarmit, from Keizer Cal Ripkin Baseball, one of the organizations that uses the fields, questioned why organizations who responded to the request for proposals were not interviewed and suggested that the City should take over the operation of the park because the responses were all unsatisfactory. He noted that his organization would not be able to play at the park if alcohol is served there. Mayor Clark explained in detail the process that led up to this evening.

Kyle Quiring, Keizer Little League President, voiced concern about projects that have been completed on the fields and those remaining, and the use of excess net proceeds and concession income. Mayor Clark and Public Works Director Bill Lawyer provided details on funding mechanisms that would allow for large capital improvements at the park. Mayor Clark added that the idea of this contract is to allow continued maintenance and operation of the facility.

Todd Walling, Salem, questioned how the third party use would be handled. In response, Mr. Johnson read the portion of the contract that applied.

Mr. Walker indicated that his organization had no intention of forming their own leagues, softball use will continue to be allowed and

accommodated, the goal of the non-profit organization is to put money back into the facility because they want it to be something everyone can be proud of, and that his organization has a viable plan to address the needs of children with special needs and Little League Challenger Division players. He concluded that everyone has the same ultimate goal in mind: to provide great quality fields, baseball, softball and other activities at the Keizer Little League fields.

Following discussion on whether or not to allow alcohol to be served at the Keizer Little League fields for adult events, Council agreed by consensus that alcohol sales not be part of the current contract.

Regarding changing names, Council agreed that they were in favor of historical names at the fields remaining unchanged but names based on sponsorships could be changed with approval of Council.

Mr. Johnson summarized additions that would be made: ADA issues would be addressed, Love of the Game will not be creating any of their own leagues, an annual report will be submitted to Council and the City Manager and Keizer-based leagues would have priority.

**c. RESOLUTION – Establishing Community Diversity Engagement Committee
RESOLUTION – Dissolving the Community Diversity Engagement Work
Group – *This item was pulled.***

**CONSENT
CALENDAR**

- a. Approval of September 7, 2021 Regular Session Minutes
- b. Approval of September 13, 2021 Work Session Minutes

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

AYES: Clark, Reid, Herrera, Kohler, Day and Juran (6)

NAYS: None (0)

ABSTENTIONS: (0)

ABSENT: Smith (1)

**OTHER BUSINESS/
STAFF UPDATES**

Public Works Director Bill Lawyer announced that pavement repair would be taking place on Windsor Island Road this coming week.

City Recorder Tracy Davis reported that the Community Center is open for business.

**COUNCIL MEMBER
REPORTS**

Councilor Herrera reported on meetings and events he had attended. He applauded Audrey Butler for her numerous community efforts and Teresa Losdeleon for her award for empowering the pathway for the future for Latinos in America and urged everyone to attend McNary sports events.

Councilor Reid reported on meetings and events she had attended, shared details on improvements made at the Cultural Center, and announced upcoming events.

Councilor Kohler reported on meetings and events he had attended and announced vacancies on City committees.

Youth Councilor Miranda Coleman announced homecoming at McNary and indicated that she is hoping to put together a community service event to take place on Homecoming weekend.

Mayor Clark reported on meetings and events she had attended.

AGENDA INPUT

September 27, 2021, 6:00 p.m. – City Council Special Session – City Manager Recruitment

October 4, 2021, 7:00 p.m. - City Council Regular Session

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

October 18, 2021, 7:00 p.m. – City Council Regular Session

Councilor Day suggested that discussion take place at the October 4 meeting regarding forming a work group or subcommittee to review the Council Policies and Procedures. Councilors Herrera and Kohler concurred.

ADJOURNMENT

Mayor Clark adjourned the meeting at 10:38 p.m.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder
COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

~ Absent ~

Councilor #2 – Ross Day

Councilor #5 – Elizabeth Smith

Councilor #3 – Kyle Juran

Councilor #6 – Daniel R. Kohler

Minutes approved:_____

Written Comments/Testimony and Submitted Documents

SM3KZR LLC
NEWPORT SOUTH LLC
PO BOX 970
MEDFORD OR 97501

October 4, 2021

City of Keizer
Legal Dept.
Attn: Shannon Johnson, Keizer City Attorney

In reference to the following agenda items for the Keizer City Council Regular Session on Monday, October 4, 2021, at 7:00 p.m.

ORDINANCE – Amending the Process for the Formation of Public Improvement Reimbursement Districts; Declaring an Emergency; Amending Ordinance No. 2015-716; Repeal of Ordinance 2021-838
RESOLUTION – Amending Resolution R2015-2630 (Forming the Keizer Station Area C Reimbursement District)

Dear Mr. Johnson,

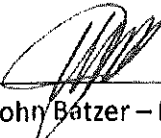
By this correspondence, we are **formally opposing** the passage of the ordinance amending the process for the formation of Public Improvement Reimbursement Districts; Declaring an Emergency; Amending Ordinance No. 2015-716; Repeal of Ordinance 2021-838.

Additionally, we are formally opposing the Resolution – Amending Resolution R2015-2630 (Forming the Keizer Station Area C Reimbursement District).

Our opposition to the above is due to cost prohibitive off-site costs that will prohibit the economic viability of development of the rest of Area C properties that we own.

Very truly yours,

SM3KZR LLC

BY: 

John Batzer – Member

NEWPORT SOUTH LLC

BY: 

John Batzer - Member

*A leader is one who knows the way, goes the way, and shows the way. —
John Maxwell*

Approachable to all staff and the public

Family first attitude

Humility

Communication - with council, staff (at all levels, not just management), citizens, and interest groups. I believe effective communication requires being engaged and present

Caring - to me “caring” encompasses customer service, service to others above self, and both empathy and sympathy.

Creative - by this I think the next City Manager needs to be good at creative problem solving. As you know Keizer prides itself on being different than other govt entities. We try to figure out win wins if n dealing with the community and our collaborative partners. But we also have some extreme limitations have n resources (staff, \$, complex shared UGB issues, and the list could go on and on)

Ability to help shape and execute the mission and vision of the City in collaboration with the City Council

Ability to coordinate priorities among competing groups or interests especially in a limited resource environment, and

Knowledge of governmental laws and regulations.

Communication – open communication must flow not only to the City Council but also to the City staff.

Team Work – work together across departments to create solutions that meet the needs of our citizens

Service – provide excellent service to our internal and external customers

Passion – do what you love/love what you do.

Gracious – is understanding of the mistakes of others who are reliable; possesses goodwill

Wise – is thoughtful as a consequence of experience and reflection

Reliable – can be counted upon to respond thoroughly and thoughtfully

Taking Responsibility— the **100% RULE**

by Darren Hardy

Like it or not, you are 100% responsible for your life.

Everything that's going on in your life right now is your own dang fault. The question is if you're taking responsibility for it.

You chose all of it, no matter what has happened. Hear me: It's your fault.

- If you haven't achieved your dreams, it's your fault.
- If you are low on money, it's your fault.
- If you got divorced, it's your fault.
- If the relationship with your kids, co-workers, neighbors or friends is tension-filled or less than loving, it's only your fault.
- If you are overweight, not where you wanted to be in your career, not joyful, not mentally and spiritually peaceful, don't have enough time, feel overwhelmed, overscheduled and frazzled...

Say it with me:
IT'S YOUR FAULT!

You did it.

All of it.



“Your background and circumstances may have influenced who you are, but you are responsible for who you become.”

— Darren Hardy

Luckily, if you're not thrilled with your life so far, there's a remedy for it. It's called taking radical responsibility.

Some call it “taking ownership” or “the 100% rule.” Tony Robbins might call it something like “personal power.”

But essentially taking responsibility means you get to choose your own fate, good or bad.

Taking responsibility for yourself means you don't blame the traffic for being late, your significant other for your bad relationship, or the weather for not being able to exercise.

You're the captain of your own ship. You're in charge of your destiny.

If you're a business leader, it means you don't blame your team, the economy, or Donald Trump for your organization's poor performance. It's all on your back.

Example of Taking Responsibility

I recently released a Darren Daily in which I retold a story from *The Compound Effect* about a time I had to take 100% responsibility for a mistake I made.

... a very big mistake. Over a decade ago I was asked to be a partner in a new startup venture. I invested a huge amount of money and worked tirelessly on it for nearly two years. Later I found out, though, my partner had mismanaged the money, squandered all the cash. I lost nearly a half a million dollars and the two years of my life. I had a case to sue him. But I didn't. In fact, later he had a personal situation, asked me for money and I lent it to him, happily.

The bottom line was this: The loss was my fault. I agreed to be his partner without doing enough due diligence on his background and personal character. I justified it by saying I trusted him but the truth was I was guilty of being lazy and not watching the finances more diligently. Not only had I made the choice to start this business and relationship but I had also made the choice to ignore many red flags and warning signs. So in the end I was completely responsible for the results.

The Psychology of Not Taking Responsibility

You know what's depressing?

When bad things happen to you.

Wait! That wasn't the depressing thing.

Sure, certain things happen to us. Things happen to all of us. But what happens to us doesn't define us. What we *do* about it does.

And there's a trap here ...

The trap is thinking that you are not in control of your life. That the “circumstances” are.

This “not taking responsibility” psychology can throw us into a huge funk.

The truth is you have the choice to react one way or another to anything life throws at you. That's real power! That's a healthy mindset that will help you win in life.

On the other hand, if you let the “circumstances” win and dictate your life, imagine the depression. Please don't make the mistake of thinking life is happening “to you” all the time and it's all completely out of your control.

Taking responsibility is about choosing to take back control. It's about realizing that life is happening *for* you, not *to* you.

The Hidden Power of 'Choosing'

We all come into this world the same: naked, scared and ignorant. After that grand entrance, the life we end up with is simply an accumulation of all the choices we make.

Our choices can be our best friend or our worst enemy. They can deliver us to our goals or send us orbiting into a galaxy far, far away.

Think about it.

Everything in your life exists because you first made a choice about it one day:

- To eat those donuts.
- To take that job or fight for something better.
- To say I love you or not.

Every choice has an impact on the "compound effect" of your life.

You'll gain success by becoming aware of and making choices that support the expansion of your life.

It might sound complicated, but you'll be amazed by its simplicity.

No longer will 99 percent of your choices be unconscious. No more will most of your daily routines and traditions come as a reaction to your programming.

Maybe you believe you're simply unlucky. But really, that's just another excuse. The difference between becoming fabulously rich, happy and healthy or broke, depressed and unhealthy is the choices you make throughout life.

Choices Are at the Root of Every One of Your Results

Each choice starts a behavior that over time becomes a habit. Choose poorly and you just might find yourself back at the drawing board, forced to make new, often harder choices. Don't choose at all and you've made the choice to be the passive receiver of whatever comes your way.

In essence, you make your choices and then your choices make you.

The 100% Rule with Teams

One of the questions I frequently hear is how to take 100% responsibility if other parties are involved.

Say, for example, you lead a team. Can you really be 100% responsible for someone else's actions? How is that even fair?

Here's how I do it on the Darren Hardy A-team:

Let's start with the foundation, from which I build a team. I can expect exceptional performance from the team.

- **High expectations.** A culture of excellence starts with your attitude as the leader, and what type of performance you expect. Poor performance is like an infectious disease. If you allow it on your team, all the members will get it. Set your standards high.
- **I hire only 'A' players.** By making my hiring process vigorous, (for example, we conduct multiple interviews, and every team member must submit a video of themselves—which immediately scrubs out 90 percent of the workforce), I ensure a high-caliber team.
- **I ensure my A players are loved and heard.** Your first job as CEO is to be the "chief emotions officer." Listen to your team's dreams and desires, what they love about the job and where they are struggling. If you care, they'll want to perform for you.

"No excuses. If you haven't achieved your dreams it's all your fault."



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Darren Hardy

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Once we have team members who are A players, and emotionally in the right state, I can expect high performance from them.

So here's my process for assigning an actual project. I still don't leave this to chance (100% rule, right?).

- **Clear instructions, the right tools, with a deadline.** One of the worst things you can do when you delegate is to assign a project without the specifics of what you want your team to do. Make sure they know exactly what is expected of them and when you expect it to be done. Ensure the team has all the tools and capacity to do its job.
- **Let them fly.** A person's IQ seems to double if I give them a task, tell them I trust them to do it and then leave them alone to complete it. No hand-holding or micromanaging unless their performance doesn't meet my expectations.

After ensuring I have the right team members in place, that they are properly motivated and loved and have everything they need to complete a project to my standard of excellence, surely now it's their fault if they deliver poor results, right?

Nope.

Still my fault if that happens.

If performance is still not up to my standards, I go back, ensure they understood the project correctly and had the tools, and I get my hands dirty if I have to. I go alongside them and micromanage (only a little) to make sure the job gets done correctly.

If my team member *still* can't perform up to my standards, I must let that team member go. Remember, it all starts with high expectations, and if I allow mediocrity or poor performance on my team, it will spread like a cancer to the others.

Like I said, it's 100% my responsibility, and if you're a leader, you should follow the same rule on your team.

No Excuses

Remember this formula for taking 100% of the responsibility for your life:

All you have in life has been created by:

- **What you did.**
- **This one people forget:** Sometimes you have limited results in life not because of what you did but because of **what you didn't do**. You could have done it, you knew you should have but you still didn't. And that is why you have the limited results: You didn't do what you knew you could have. Thus it's your fault.
- **Lastly—and this is the one that really trips people up...** "But, Darren, what if you get hit by a bus or are in a tsunami or fall off a horse and break your neck? Are you responsible for the bus hitting you or the tsunami?" No, of course not. But you are responsible for **how you respond to what happens to you**.

Thus, no matter whatever happens, no matter what your wife, boss, client or competitor does, no matter who is president, what happens in Washington, to the economy, in other parts of the world, whatever difficulty you encounter, the *outcome* of your life is still your fault.

Your dreams are your responsibility. The only variable factor to whether you conquer them is...what? Say it with me: Yeah, you.

Nothing else.

No one else.

No excuses.

What You Can Do to Take Responsibility

One of the best ways you can start taking responsibility for your life right now is to make a commitment to get better every day. ■

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