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AGENDA

KEIZER CITY COUNCIL

REGULAR SESSION

Monday, March 4, 2024

7:00 PM

**Robert L. Simon Council Chambers
Keizer, Oregon**

1. CALL TO ORDER

2. ROLL CALL

3. FLAG SALUTE

4. SPECIAL ORDERS OF BUSINESS

- a. Police Officer Oath of Office - Jesse White
- b. Women's History Month Proclamation

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 - Regulating Towing of Vehicles from Private Property
RESOLUTION - Relating to Private Property Impound Towing and Storage Rates
RESOLUTION - Relating to Private Property Impound Tower's Permit Application Fee

8. ADMINISTRATIVE ACTION

- a. Neighborhood Association Recognition Ordinance Discussion
- b. ORDER - Designating "No Parking" Zones on Bailey Road Northeast, Keizer, Oregon
- c. RESOLUTION - Appointing Keizer Hearings Officer and Authorizing City Manager to Enter Into Contract with Theodore R. Naemura for Hearings Officer Services
- d. Municipal Judge Report and Contract

- e. **RESOLUTION** - Authorizing the City Manager to Sign Dedication for Reserve Strip (Marion County Tax Lot 063W23DD02000)

9. **CONSENT CALENDAR**

- a. Approval of February 5, 2024 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**

Monday, March 11, 2024 - 6:00 p.m.

City Council & Community Diversity Engagement Joint Work Session

Monday, March 18, 2024 - 7:00 p.m.

City Council Regular Session

Monday, April 1, 2024 - 7:00 p.m.

City Council Regular Session

Monday, April 8, 2024 - 6:00 p.m.

City Council Work Session - Neighborhood Associations

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

"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."



WHEREAS, in the human experience of civilization, exploration, invention, and governance, men and women have worked together; yet, as noted by President Jimmy Carter, “too often, the women were unsung and sometimes their contributions went unnoticed. But the achievements, leadership, courage, strength and love of the women who built America was as vital as that of the men whose names we know so well;” and,

WHEREAS, The United Nations has sponsored International Women’s Day since 1975. When adopting its resolution on the observance of International Women’s Day, the United Nations General Assembly cited the following reasons: “To recognize the fact that securing peace and social progress and the full enjoyment of human rights and fundamental freedoms require the active participation, equality and development of women; and to acknowledge the contribution of women to the strengthening of international peace and security;” and,

WHEREAS, the 2024 theme is “Women who Advocate for Equity, Diversity and Inclusion” to recognize women throughout the country who understand that, for a positive future, we need to eliminate bias and discrimination entirely from our lives and institutions; and,

WHEREAS, women from every background have long realized that an uneven playing field will never bring equality or justice and that many feel the critical need to speak up and work harder for fairness in our institutions and social interactions; and,

WHEREAS, recognition, celebration and inspiration of women’s achievements promote the health, well-being, and success of women and girls worldwide; and,

WHEREAS, the City of Keizer recognizes that celebration of Women’s History Month is part of our values of treating all people with dignity and respect.

NOW, therefore, I, Cathy Clark, Mayor of the City of Keizer, here with the Keizer City Council assembled in Regular Session, do hereby proclaim March 2024 as

Women’s History Month

And encourage all the people of Keizer to celebrate, honor and promote the achievements of girls and women in our community, state, and nation and world.

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 March 2024.

*MAYOR CATHY CLARK
City of Keizer, Oregon*



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Andrew Copeland, Police Chief
Subject: Private Property Towing Ordinance

Proposed Motion

I move that the City Council adopt Ordinance No. 2024-____ Regulating Towing of Vehicles from Private Property, Resolution R2024-____ Relating to Private Property Impound Towing and Storage Rates, and Resolution R2024-____ Relating to Private Property Impound Tower's Permit Application Fee.

I. Summary

Implementing a private party towing ordinance in the city of Keizer can bring about several benefits, including ensuring towing companies are reputable and that citizens are being treated reasonably and fairly. In summary, a private party towing ordinance in Keizer can create a fair and transparent environment for towing services, benefiting citizens by saving them money, preventing unfair practices, and promoting reputable and accountable tow companies.

II. Background

- A. The City of Keizer does not have a private property tow ordinance.
- B. The Private Property Tow Ordinance has been discussed for over four years. The city does not regulate private party tows, so towing companies set their own fees. Recently, members of the police department were told that one private party towing from an apartment complex cost the owner of the vehicle over \$800. In August 2023, over 30 vehicles were towed from one apartment complex and nothing could be done.

III. Current Situation

There are a number of reasons why a private property towing ordinance makes sense.

- A. Cost Savings for Citizens:
 - 1. Transparent Pricing: A private-party tow ordinance can establish clear and standardized pricing for towing services. This helps prevent citizens from being overcharged during distressing situations.

2. Competition and Cost Reduction: By allowing reputable towing companies to compete fairly, the ordinance can encourage competitive pricing, ultimately reducing the financial burden on citizens.
- B. Prevention of Unfair Practices:
1. Elimination of Unfair Towing: Implementing an ordinance can help eliminate unfair towing practices, such as towing without proper justification or excessively high fees. This protects citizens from being unfairly targeted or taken advantage of.
- C. Reputation Management:
1. Vetting Tow Companies: The ordinance can include a process for vetting towing companies to ensure they meet specific criteria, such as proper licensing, insurance, and adherence to ethical business practices. This ensures citizens are serviced by reputable companies.
 2. Accountability: Establishing rules and regulations creates accountability for towing companies. Violating the ordinance could result in penalties, helping maintain a higher standard of service.
- D. Enhanced Customer Experience:
1. Professionalism and Courtesy: Reputable tow companies, as mandated by the ordinance, are more likely to uphold high standards of professionalism and courtesy when dealing with distressed vehicle owners. This contributes to a better overall customer experience.
- E. Improved Public Perception:
1. Trust in Services: Knowing that the city has regulations in place can instill trust in the community regarding towing services. Citizens are more likely to trust and rely on towing companies when they know that the city has implemented measures to ensure fairness and professionalism.
- F. Streamlined Processes:
1. Clear Protocols: The ordinance can establish clear protocols for towing procedures, ensuring that all parties involved understand the process. This can prevent disputes and confusion, leading to smoother interactions between citizens and towing companies.
- G. Legal Compliance:
1. Adherence to State Laws: A private party towing ordinance can mandate that towing companies adhere to state laws and regulations, ensuring legal compliance in their operations. This protects both citizens and towing companies from potential legal issues.

IV. **Analysis**

- A. **Strategic Impact** - As mentioned above, this ordinance will be a benefit to the citizens of Keizer.
- B. **Financial** - Approving this ordinance will incur Keizer Police staff time, which will be absorbed into the current salaries. We do not anticipate this ordinance will produce any substantial source of income.

- C. **Timing** - The ordinance timeline is the only timeliness consideration.
- D. **Policy/Legal** - The public hearing gives the towing companies an additional opportunity to get notice and/or be heard. The City has the right to regulate towing through its home-rule authority.

V. Alternatives

- A. Adopt the attached ordinance and resolutions.
- B. Suggest changes to the ordinance and/or resolutions and send the matter back to Keizer staff for corrections.
- C. Do not pass any regulations.

VI. Recommendation

Staff recommends the Mayor open the public hearing, take testimony any, if there are no questions, close the hearing. Unless additional information is needed, staff recommends the City Council adopt the attached ordinance and two resolutions.

Attachments

- 1. ORD_CC_Ordinance Regulating Towing of Vehicles from Private Property_3 4 2024
- 2. RES_CC_Res Relating to Private Property Impound Towing and Storage Rates_3 4 2024
- 3. RES_CC_Res Relating to Private Property Impound Towers Permit Application Fee_3 4 2024

"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."

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A BILL
ORDINANCE NO.
2024-_____
FOR
AN ORDINANCE
REGULATING TOWING OF VEHICLES FROM PRIVATE PROPERTY

The City of Keizer ordains as follows:

Section 1. TITLE. This Ordinance shall be known as the Private Property
Impound Ordinance.

Section 2. PURPOSE. The purpose of this Ordinance is to require that towing
from private parking facilities be performed fairly, in accordance with defined standards,
and at reasonable rates. Because towing from private parking facilities affects City
residents and visitors, regulation is necessary to ensure protection from unreasonable
rates and unscrupulous towing practices.

Section 3. CONFORMITY TO STATE AND FEDERAL LAWS. This
Ordinance shall be construed in conformity with the laws and regulations of the State of
Oregon Motor Vehicle Code regarding towing from private property and applicable
federal statutes.

Section 4. DEFINITIONS. As used in this Ordinance, the following words,
terms and phrases shall have the meanings ascribed to them in this Section:

A. “Police Tow.” A vehicle towed as recovered stolen, an investigative tow,
for a driver not properly licensed, an uninsured vehicle, or otherwise designated as a
police tow by the Keizer Police Department.

1 B. “PPI Tower.” Any tower duly registered and permitted under this
2 Ordinance to perform private property impound tows within the City of Keizer.

3 C. “PPI Tower’s Permit.” The permit issued to a tower demonstrating it has
4 agreed to comply with the requirements of this Ordinance.

5 D. “Private Parking Facility.” Any property used for motor vehicle parking at
6 which the property owner or manager regulates, restricts or reserves parking.

7 E. “Private Parking Facility Owner.” The owner, operator, lessee, manager
8 or person in lawful possession of a private parking facility, or any designated agent of
9 the private parking facility owner.

10 F. “Private Property Impound (PPI).” The impoundment of a vehicle from a
11 private parking facility at the request of the Private Parking Facility Owner without the
12 prior consent of the Vehicle Owner.

13 G. “Release at Scene (RAS) Fee.” The fee allowed to be charged when a
14 vehicle owner/owner’s agent returns to where the vehicle was parked before the PPI
15 Tower has departed with vehicle in tow.

16 H. “Tow Desk.” City of Keizer Police Department Records desk during
17 normal business hours Monday through Friday. Otherwise, Willamette Valley
18 Communications Center (WVCC)/City of Salem after hours and on weekends.

19 I. “Tower.” Any person or entity whose business includes the towing of
20 motor vehicles from private parking facilities and the subsequent storage of such towed
21 vehicles.

1 J. “Vehicle Owner.” The person registered with the State of Oregon
2 Department of Motor Vehicles as the owner or lessee of the vehicle.

3 K. “Vehicle Owner’s Agent.” A person bearing documentation from the
4 registered vehicle owner officially authorizing the person to possess or operate the
5 vehicle.

6 Terms, phrases, words, abbreviations and their derivatives used, but not
7 specifically defined in this Section, either shall have the meanings defined in the State of
8 Oregon Motor Vehicle Code, or if not therein defined, shall have the meanings
9 commonly accepted in the community.

10 Section 5. PPI TOWER’S PERMIT REQUIRED.

11 A. No Tower shall tow or store vehicles towed from private parking facilities
12 unless the Tower has a PPI Tower’s Permit issued by the City of Keizer.

13 B. The Keizer Police Department shall issue a permit when the application
14 has been approved and the required insurance certificate has been submitted.

15 C. Application for a PPI Tower’s Permit shall be made annually to the Keizer
16 Police Department. The Tower’s permit shall expire unless renewed.

17 D. A PPI Tower’s Permit is not transferable and applies only to the single
18 entity named in the PPI Tower’s Permit.

19 Section 6. APPLICATION.

20 A. Application for a PPI Tower’s Permit shall be made on a form provided by
21 the City of Keizer. Applications for initial and renewal PPI Tower’s Permit must be

submitted to Keizer Police Department. The application shall include, but not be limited to, the following information:

(a) The legal business name, address, address of all storage facilities, telephone numbers, fax numbers, email address and emergency contact phone number.

(b) Names of all owners, part-owners, partners, principal parties, officers, directors, agents, investors or any other persons having a financial interest in the applicant's business.

(c) Names of owner or employee who is responsible for complaint resolution.

(d) List of business owners, vehicle owners, drivers and any staff having contact with vehicles including the following information:

(1) first, middle, and last name;

(2) date of birth;

(3) driver's license number;

(4) any other necessary information for criminal background check.

B. At the time of submission of an application, the applicant must pay a PPI Tower's Permit application fee. The fee amount shall be set by Council Resolution. No portion of the permit fee is refundable in the event operation of the PPI Tower's business is discontinued for any reason.

1 C. The Keizer Police Department shall issue a permit when the application
2 has been approved.

3 D. A PPI Tower's Permit may be denied under any of the following
4 circumstances:

5 (a) a PPI Tower's application is incomplete or contains a false,
6 fraudulent or misleading statement;

7 (b) business owners, tow vehicle owners, drivers or staff having
8 contact with towed vehicles fail a background check with the Keizer Police
9 Department;

10 (c) business owners, vehicle owners, drivers or staff having contact
11 with vehicles have an outstanding arrest warrant.

12 (d) failure to abide by requirements of this Ordinance or other
13 applicable law.

14 Section 7. INSURANCE AND INDEMNIFICATION REQUIREMENTS.

15 A. As a condition of the issuance of a permit, PPI Tower subject to this
16 Ordinance agrees to defend and indemnify the City of Keizer, and its officers, agents and
17 employees for all claims, demands, actions and suits, including all attorney fees and
18 costs, for damage to property or injury to person arising from any activities, work and/or
19 services furnished or carried on under the terms of a PPI Tower's Permit.

20 B. PPI Tower shall maintain such public liability and property damage
21 insurance and furnish certificates of insurance coverage of the type and amount required

1 by the City Manager.

2 (a) The limits of the insurance shall be subject to statutory changes to
3 maximum limits of liability imposed on municipalities of the State of Oregon
4 during the term of the permit. The insurance shall be without prejudice to
5 coverage otherwise existing.

6 (b) The insurance shall name as additional insureds the City, and its
7 officers, agents and employees. Notwithstanding the naming of additional
8 insureds, the insurance shall protect each insured in the same manner as though a
9 separate policy had been issued to each, but nothing shall operate to increase the
10 insurer's liability as set forth elsewhere in the policy beyond the amount or
11 amounts which the insurer would have been liable if only one person or interest
12 had been named as insured. The coverage shall apply as to claims between
13 insureds on the policy.

14 (c) The insurance shall provide that the insurance shall not terminate or
15 be canceled without thirty (30) days written notice first being given to the City
16 Recorder.

17 (d) The adequacy of the insurance shall be subject to approval of the
18 City Attorney.

19 (e) Failure to maintain liability insurance shall be cause for immediate
20 revocation of the permit by Keizer Police Department.

1 Section 8. TOWING REGULATIONS.

2 A. A Tower may tow a vehicle from a Private Parking Facility only under the
3 following circumstances:

4 (a) The Tower has a current PPI Tower's Permit that is not suspended,
5 revoked or terminated;

6 (b) The Private Parking Facility complies with the signage
7 requirements set forth in this Ordinance;

8 (c) The vehicle shall be towed directly to the Tower's storage facility;

9 (d) No person or persons occupy the vehicle.

10 (e) Express written authorization has been issued to the PPI Tower by a
11 Private Parking Facility Owner, or person in lawful possession of the property, in
12 compliance with ORS 98.812 and ORS 98.830.

13 B. Police Tows are not subject to the regulations of this Ordinance.

14 C. Bona fide repossession tows are not subject to the regulations of this
15 Ordinance.

16 Section 9. TOWING AND STORAGE RATES. A schedule of approved
17 maximum rates and fees for PPI Towing, RAS, and storage shall be adopted by the City
18 Council. Such schedule shall be published annually and supplied to all applicants with
19 the application materials for new permits and renewals. PPI Towers may submit a
20 request for an increase in the approved maximum fees not later than two months before
21 the end of any calendar year. Prior to making any changes in the PPI rate schedule, City

1 Council shall hold a public hearing for the purpose of determining fair and reasonable
2 prices.

3 Section 10. GENERAL CONDITIONS. PPI Towers permitted under this
4 Ordinance shall:

5 A. Perform all PPI tows in a safe manner, taking care not to cause damage to
6 the person or property of others while towing or storing a vehicle.

7 B. Practice courtesy and professionalism when dealing with police, Tow
8 Desk, agency personnel, and persons redeeming or seeking to redeem a towed vehicle.

9 C. Cooperate fully with any police agency to facilitate processing of any PPI
10 towed vehicle identified as a possible stolen vehicle.

11 D. All tow trucks used to perform PPI tows shall be permanently identified on
12 each side of the vehicle with Tower's name and telephone number clearly marked in
13 sharp contrast to the background and legible in daylight from a distance of 50 feet.

14 E. Prominently display at the vehicle release location a placard containing the
15 current schedule of approved PPI rates, and keep a copy of the current schedule of
16 approved PPI rates in the tow vehicle.

17 Section 11. TOWING PROCEDURES. PPI Towers shall follow the following
18 procedures when performing a PPI tow:

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1 A. Using a digital camera with time and date stamp, photograph the vehicle in
2 the location left by the vehicle operator prior to attaching the equipment, and the parking
3 facility signage, in order to demonstrate that the vehicle to be towed is in violation of the
4 Private Parking Facility regulations.

5 B. In the event a vehicle owner or operator returns to the area where the
6 vehicle is parked when the hookup is complete and the tow truck has begun towing the
7 motor vehicle by engaging the tow truck's transmission and moving forward, the PPI
8 Tower must immediately discontinue the towing of the vehicle. The PPI Tower may
9 charge a RAS fee in accordance with Section 9.

10 C. The PPI Tower must notify the Tow Desk within fifteen (15) minutes of a
11 RAS fee being collected or after a vehicle was released without a fee.

12 D. The PPI Tower must notify the Tow Desk within fifteen (15) minutes after
13 the PPI Tower takes possession of a vehicle by providing the details of the tow
14 including:

15 (a) The location of the tow.

16 (b) The color, model, make and license plate of the vehicle towed.

17 (c) The vehicle's VIN number.

18 E. The PPI Tower must have staff or dispatch service available at all times to
19 provide information about the location of a towed vehicle and/or instructions for release
20 of a towed vehicle.

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1 F. The PPI Tower must offer to call for or provide transportation to the
2 vehicle owner/operator from within the immediate vicinity of the tow scene to the
3 location of the towed vehicle storage and otherwise comply with ORS 822.230(3)(d).

4 G. The PPI Tower must have personnel available at the storage facility to
5 release a vehicle within thirty (30) minutes after receiving a request for vehicle release.

6 H. The PPI Tower must accept at least the following methods of payment for
7 any fees or rates assessed:

8 (a) Cash. Adequate cash must be available at all times at the storage
9 facility and with the tow drivers for the purpose of making change.

10 (b) Credit Card. Any valid credit card or debit card bearing the VISA
11 or MasterCard emblem and issued in the name of the registered vehicle
12 owner/owner's agent must be accepted.

13 I. The PPI Tower shall only release the vehicle to the registered or legal
14 vehicle owner, or owner's agent. The PPI Tower shall require the person seeking release
15 to submit proof of ownership, vehicle title, or registration in addition to valid photo-
16 identification.

17 J. The PPI Tower must issue to the vehicle owner/owner's agent a clearly
18 legible receipt complete with all required information, and with all fees and
19 considerations itemized.

20 K. The PPI Tower must notify the Tow Desk within eight (8) hours after
21 release of a vehicle to the registered vehicle owner/owner's agent, acceptance of a

1 vehicle title in lieu of payment, or foreclosure of a possessory lien by providing the Tow
2 Desk the vehicle's VIN number and the action taken.

3 L. The PPI Tower must exercise reasonable care for the welfare of any
4 animal found to be in a PPI towed vehicle, and in the event a vehicle has not been
5 redeemed within two (2) hours after it reaches the PPI Tower's storage lot, call local
6 animal control authority to make custody arrangements and document the location to
7 which the animal is taken.

8 Section 12. PROHIBITIONS. PPI Towers permitted under this Ordinance shall
9 not:

10 A. Charge any fee not listed in, or in excess of, those included in the fee and
11 rate schedule established by City Council.

12 B. Require any vehicle owner/owner's agent to make any statement or sign
13 any document promising not to dispute the validity of the tow or fees assessed, or
14 relieving the PPI Tower from responsibility for the condition of the vehicle or its
15 contents.

16 C. Solicit PPI towing business by means of payment of a gratuity,
17 commission or any other consideration to the private property owner, operator, manager
18 or employee.

19 D. Remove a vehicle from a Private Parking Facility unless the hookup has
20 been completed and all safety equipment has been attached.

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1 E. Use predatory practices, including, but not limited to parking within 1,000
2 feet of, or post a monitor at, a Private Parking Facility for the purpose of covert
3 observation in order to obtain PPI tows, unless:

4 (a) The monitor provides a verbal warning to person leaving their cars;
5 or,

6 (b) Signs are posted clearly warning that the lot has on-site monitoring
7 and the hours during which monitoring occurs.

8 F. Assess or collect a surcharge fee in lieu of towing.

9 G. Make any false statements of material fact, misrepresent information in
10 any document or omit disclosure of material fact in performance of activities regulated
11 by this Ordinance.

12 Section 13. RELEASE AT SCENE (RAS).

13 A. In the event a vehicle owner/owner's agent returns to where the vehicle
14 was parked before the PPI Tower has left the area, the PPI Tower may collect a RAS fee
15 if the following conditions have been satisfied:

16 (a) The hook up of equipment to the vehicle to be towed is complete,
17 including the hook up of safety equipment; and

18 (b) The tow truck's transmission is engaged and it has commenced
19 driving forward.

20 B. The RAS fee shall be the fee established by Council Resolution.
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1 C. Under the conditions of Subsection 13(A) above, the PPI Tower must
2 immediately halt the tow and inform the vehicle owner of the amount of the RAS fee.
3 The vehicle owner/owner's agent or operator has fifteen (15) minutes to pay the RAS
4 fee. If the vehicle owner/owner's agent or operator fails to make payment within fifteen
5 (15) minutes, the PPI Tower may proceed to tow the vehicle to the storage facility. If
6 the person is attempting to access payment through the PPI Tower's company, then the
7 15-minute period tolls for that time. In the event that an animal is found to be in the
8 vehicle, the animal is to be immediately released to the vehicle owner/owner's agent or
9 operator.

10 D. In the event that a vehicle owner or operator returns to the vehicle while
11 the PPI Tower is still attaching equipment to the vehicle or is outside of the tow truck, or
12 has not engaged the transmission of the tow truck and is not moving forward, the PPI
13 Tower shall release the vehicle to the vehicle owner or operator at no charge.

14 Section 14. SIGNAGE REQUIREMENTS.

15 A. No PPI Tower shall tow a vehicle from a Private Parking Facility unless
16 the facility meets the following signage requirements:

17 (a) At least one sign must be posted and clearly legible by an operator
18 of a motor vehicle at each entry or driveway into the parking lot and not more
19 than ten (10) feet from the public right-of-way or lot line.
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(b) Each required sign shall comply with the below specifications:

(1) Posted so that the center of the sign is not more than eight (8) feet and not less than four (4) feet above the ground.

(2) Be at least 18" x 24" in size.

(3) State that parking is prohibited, reserved, or otherwise restricted.

(4) State who is authorized to park in the spaces, the permitted hours, and any other restrictions.

(5) State the towing and storage of a vehicle in violation of the rules shall be at the owner's expense.

(6) Clearly display the PPI Tower's name and address where a towed vehicle can be located, as well as the 24-hour telephone contact number to obtain a release of a vehicle.

B. Signage located at a Private Parking Facility related to permission to park shall provide consistent information about the type of parking that is permitted at the facility. Any such signage that is inconsistent or conflicts with the permission given by other signage at the facility shall be interpreted in the manner most favorable to the vehicle owner.

C. A Tower or Private Parking Facility Owner may request an exception to the rules for signage requirements subject to Keizer Sign Code Regulations. Such request must be made in writing to the Keizer Planning Department, describing why the

1 sign requirements cannot be met and proposing an alternative posting scheme for
2 approval.

3 Section 15. INSPECTION AND MAINTENANCE OF RECORDS. The PPI
4 Tower shall, upon request of the City of Keizer, produce the original records of any PPI
5 tow for purposes of auditing, enforcement, or complaint resolution. Such records shall
6 be delivered to the City during normal business hours within twenty-four (24) hours of
7 written notice by the Keizer Police Department. All PPI Tower's records shall be
8 retained in retrievable form by the PPI Tower for a minimum of three (3) years from the
9 date of the tow.

10 Section 16. CITIZEN COMPLAINTS.

11 A. A vehicle owner or vehicle operator whose vehicle has been impounded,
12 or who has paid an RAS fee, has ninety (90) days from the date of the tow to file a
13 written complaint against the PPI Tower with the City Manager.

14 B. The City Manager shall provide a copy of the written complaint to the PPI
15 Tower within fifteen (15) days of receipt.

16 C. The PPI Tower shall provide a written statement of response within ten
17 (10) days of the date it received the complaint, unless an extension is granted in writing
18 by the City Manager. The response shall include all documentation requested by the
19 City Manager, including a copy of the agreement or signed invoice authorizing the tow,
20 an explanation for how the circumstances justified the tow, and the photographs of the
21 vehicle and signs at the scene of the tow as required under this Ordinance.

1 D. After reviewing the complaint and the response provided by the PPI
2 Tower, the City Manager shall determine whether the tow was properly performed under
3 this Ordinance and, if not, the appropriate remedy. The City Manager shall submit a
4 written decision and mail it to each party within seventy-five (75) days from the date of
5 receipt of the original complaint.

6 E. In the event either party disagrees with the decision rendered by the City
7 Manager, he or she may appeal the decision by filing a Notice of Appeal in writing
8 physically delivered to the City Manager no later than ten (10) days of the date of the
9 decision. The matter shall be heard by the Keizer Hearings Officer who shall determine,
10 by preponderance of the evidence, whether the decision should be upheld or reversed.
11 The hearing shall be conducted no later than twenty (20) days from the date of appeal,
12 unless a different date is stipulated by the City and the appellant, or good cause is shown
13 for setting the matter forward. Testimony at the hearing shall be taken upon oath or
14 affirmation of the witnesses. The Hearings Officer shall consider only the matters set
15 forth in the Notice of Appeal. The Findings and Decision of the Hearings Officer shall
16 be served upon the appellant by first class mail within ten (10) days after the hearing
17 concludes. The Hearings Officer decision shall be effective ten (10) days following the
18 date of the decision. The Findings and Decision of the Hearings Officer shall be final
19 and conclusive, subject only to writ of review under ORS 34.010 to 34.100, which shall
20 be the sole remedy.

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1 F. The Hearings Officer may also impose a remedy as set forth herein.
2 Failure on the part of the PPI Tower to comply with the Hearings Officer's decision may
3 result in the suspension or revocation of the PPI Tower's permit.

4 Section 17. ENFORCEMENT.

5 A. A violation of any Section of this Ordinance may be subject to a fine or
6 penalty in the maximum amount of \$500.00. Each day a violation occurs or continues is
7 a separate offense.

8 B. Upon a finding of a violation of any Section of this Ordinance by a PPI
9 Tower, the City Manager or designee may direct release of a vehicle at no charge, or a
10 refund of all or part of fees paid by a vehicle owner/owner's agent for towing and
11 storage, in lieu of, or in addition to, civil penalties or other remedies under this
12 Ordinance.

13 C. Nothing in this Section is intended to prevent any person from pursuing
14 private legal remedies.

15 D. In addition to any other provisions of this Ordinance, violation of any
16 provisions of this Ordinance may result in denial, suspension or revocation of the PPI
17 Tower's permit. The City Manager or designee, upon denial, suspension or revocation
18 of the PPI Tower's permit, shall give the PPI Tower written notice of the denial,
19 suspension or revocation.

20 (a) Service of the notice will be accomplished by mailing the notice by
21 regular and certified mail, return receipt requested.

1 (b) Mailing of the notice by regular mail will be prima facie evidence
2 of receipt of the notice.

3 E. Denial and revocation will be effective and final ten (10) days after the
4 giving of the notice unless the denial or revocation is appealed. A decision for denial or
5 revocation may be appealed by filing a Notice of Appeal in writing physically delivered
6 to the Manager no later than ten (10) days of the date of denial or revocation. The
7 matter shall be heard by the Keizer Hearings Officer who shall determine, by
8 preponderance of the evidence, whether the denial or revocation should be upheld or
9 reversed. The hearing shall be conducted no later than twenty (20) days from the date of
10 appeal, unless a different date is stipulated by the City and the PPI Tower, or good cause
11 is shown for setting the matter forward. Testimony at the hearing shall be taken upon
12 oath or affirmation of the witnesses. The Hearings Officer shall consider only the
13 matters set forth in the Notice of Appeal. The Findings and Decision of the Hearings
14 Officer shall be served upon the appellant by first class mail within ten (10) days after
15 the hearing concludes. The Hearings Officer decision shall be effective ten (10) days
16 following the date of the decision. The Findings and Decision of the Hearings Officer
17 shall be final and conclusive, subject only to writ of review under ORS 34.010 to
18 34.100, which shall be the sole remedy.

19 F. Suspension will be effective immediately upon the giving of the notice, for
20 the period of time set in the notice, not to exceed thirty (30) days.

21

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2024-_____

RELATING TO PRIVATE PROPERTY IMPOUND TOWING AND
STORAGE RATES

WHEREAS, the Keizer City Council adopted an Ordinance Regulating Towing
of Vehicles Form Private Property by Ordinance No. 2024-_____;

WHEREAS, the City Council of the City of Keizer desires to adopt a schedule of
approved maximum rates and fees for private property impound towing, release at scene
(RAS) fees, and storage fees pursuant to Ordinance No. 2024-____, Section 9 that private
property impound towers may impose;

WHEREAS, the City Council held a public hearing on the matter and requested
public input regarding the proposed charges on March 4, 2024;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the attached
schedule of maximum rates and fees are hereby approved and stay in effect until revised
at a public hearing before the Keizer City Council.

///

///

///

///

1 BE IT FURTHER RESOLVED that this Resolution shall take effect on April 2,
2 2024.

3 PASSED this _____ day of _____, 2024.

4
5 SIGNED this _____ day of _____, 2024.

6
7
8 _____
9 Mayor

10
11 _____
City Recorder

EXHIBIT “A”

Basic Fees for Towing may not exceed: Tower cannot impose both a Release at Scene Fee and a Basic Fee.

Class A Hookup Fee	\$170
Class B Hookup Fee	\$185
Class C Hookup Fee	\$280

The following fees may be added, as appropriate if documented on a receipt:

Towed Mileage up to a maximum of 7 miles (mileage measured to the 1/10th of a mile):	
Class A	\$5.00
Class B	\$5.00
Class C	\$6.00
Labor/Standby Time on Scene in excess of 30 minutes When charging, a tower must report the time of arrival at and the departure from the scene.	\$25/ Quarter hour
After Hours Release Fee (applicable only after 6 pm or before 8 am Monday-Friday, all day Saturday and Sunday and National Holidays)	\$50
Release at Scene (RAS) This fee may only be assessed if: 1. The tower has completed the hookup and attachment of all safety equipment and the tow truck’s transmission is engaged and it has commenced driving forward. 2. If all above requirements have not been met and vehicle owner/driver returns, an RAS fee shall not be charged.	
RAS Fees may not exceed:	
Class A	\$170
Class B	\$185
Class C	\$280
Storage Fees (after 4 hour grace period, starting from time of notice to Keizer Police Department)	
Per Day (per 24 hour period after completion of tow)	\$40
Vehicles over 20’ long – Per Day (per 24 hour period after completion of tow)	\$75
Lien Filing Fee	
Value under \$1,000	\$125
Value \$1,001 - \$2,500	\$150
Value greater than \$2,500 or out of state	\$175

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2024-_____

RELATING TO PRIVATE PROPERTY IMPOUND TOWER'S
PERMIT APPLICATION FEE

WHEREAS, the Keizer City Council adopted an Ordinance Regulating Towing
of Vehicles Form Private Property by Ordinance No. 2024-_____

WHEREAS, the City Council of the City of Keizer desires to impose a permit
application fee as allowed under Section 6(B) of Ordinance No. 2024-_____;

WHEREAS, the City Council requested public input regarding the proposed fees
on March 4, 2024;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the private
property impound tower's permit application fee and permit renewal application fee are
as follows:

	<u>New</u>	<u>Renewal</u>
Application Fee	\$50.00	\$50.00

BE IT FURTHER RESOLVED by the City Council of the City of Keizer, that the
fees identified herein shall automatically be adjusted every three years using the Portland
Consumer Price Index for Wage Earners beginning July 2027.

1 BE IT FURTHER RESOLVED that the automatic adjustments be rounded
2 pursuant to the following methodology:

3 1. Fees that are one dollar or less shall be rounded to the nearest cent.

4 2. Fees that are over one dollar and up to ten dollars shall be rounded to the
5 nearest five cent increment.

6 3. Fees over ten dollars and up to one hundred dollars shall be rounded to the
7 nearest whole dollar.

8 4. Fees over one hundred dollars shall be rounded to the nearest five dollar
9 increment.

10 5. When an indexed fee is half way or more between the lower increment and the
11 higher increment, the fee will be increased to the next increment.

12 6. When an indexed fee is less than half way between the lower increment and
13 the higher increment, the fee will be set to the lower increment.

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

16 PASSED this _____ day of _____, 2024.

17
18 SIGNED this _____ day of _____, 2024.

19

20

21

Mayor

22

23

24

City Recorder



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Joseph Lindsay, City Attorney
Subject: Neighborhood Association Recognition Ordinance Amendment

Proposed Motion

I move that Council direct staff to amend the Neighborhood Association Recognition Ordinance to reflect the changes discussed at this meeting and bring it back to the March 18th meeting for formal adoption.

I. Summary

The Keizer City Council held a work session on August 14, 2023, to discuss and offer potential amendments to An Ordinance Relating to the Recognition of Neighborhood Associations (93-257). Staff is presenting these recommendations and potential amendments to the City Council for further discussion before codifying them in an amended ordinance for adoption.

II. Background

- A. The ordinance Relating to the Recognition of Neighborhood Associations (93-257) was adopted in 1993 and has never been amended. The ordinance spells out the roles and responsibilities between the Keizer City Council and any neighborhood associations that go through the recognition process and who would like to maintain recognition status. The ordinance governs how the City Council will specifically support recognized neighborhood associations along with what standards each association must maintain and present annually in order to keep their recognized status. Over time, the specifically mentioned roles and expectations have shown to be silent on certain issues that have come up. To help rectify any such ambiguity and to generally see how the City Council could further help the neighborhood associations, the Council held a work session in August of 2023, so it could hear directly from all five of the currently recognized associations. At the August 2023 work session, the City Council and the associations discussed areas of the ordinance that could be clearer and more helpful. Staff has distilled those suggestions into decision areas as well as provided some recommendations to consider when amending the ordinance.

III. Current Situation

- A. At the August 2023 work session, the City Council and the associations discussed areas of the ordinance that could be clearer and more helpful. Staff has distilled those suggestions into decision areas as well as provided some recommendations to consider in amending the ordinance to address standards and practices with greater specificity. A copy of the current ordinance and the suggestions are attached.

IV. Analysis

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - There is no overall fiscal impact associated with the suggested changes. However, if the allowance for some reimbursement of refreshments is established, it would potentially change the way some limited funds are expended by the neighborhood associations.
- C. **Timing** - The City Council met conjointly with the Neighborhood Associations in a joint meeting in August 2023. These suggestions are for better practices moving forward, but there isn't any specific incident creating a timely need for an amendment.
- D. **Policy/Legal** - The addition of more clear and objective standards for associations would allow the Council to better recognize when associations have been substandard. Because this is an ordinance, the Council is the only body with the power to legislate.

V. Alternatives

- A. Share the Council's desired amendments with staff, and direct staff to return with said changes in an amended ordinance to be adopted.
- B. Ask staff to follow up with more information for further future discussion.
- C. Take no action

VI. Recommendation

Staff recommends passing a motion, directing staff to return with the discussed changes in codified form.

Attachments

1. Ordinance 93-257 - Neighborhood Association Recognition
2. REV_CC_Potential and Suggested Changes to Neighborhood Association Recognition Ordinance_3 4 2024
3. DOC_EXPENSE Guidelines with Reimb form-for Neighborhood Associations_03 04 24

"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."

1 BILL NO. 239

A BILL

ORDINANCE NO.
93-257

FOR

4 AN ORDINANCE

5 RELATING TO THE RECOGNITION OF
6 NEIGHBORHOOD ASSOCIATIONS
7

8 The City of Keizer ordains as follows:

9 Section 1. PURPOSE. This ordinance is intended to
10 recognize that neighborhood associations are an important part
11 of the involvement and volunteerism of the citizens of the
12 community in Keizer city government. Active neighborhood
13 associations enhance the City's citizen involvement program and
14 provide an important two way channel for information relative
15 to the activities of the City. This ordinance is intended to
16 provide a framework for establishment and recognition of
17 neighborhood associations and to acknowledge such associations
18 as legitimate representatives of the citizens and issues within
19 their boundaries.

20 Section 2. NEIGHBORHOOD ASSOCIATIONS. A neighborhood
21 association is any group of people organized within a
22 geographical area for the purpose of studying and acting on
23 issues affecting neighborhood and city-wide livability and
24 government operations, and that also actively solicits broad
25 involvement by all citizens within the association's boundary.
26 A recognized neighborhood association is one that has been
27 found by the City Council to satisfy the standards of this
28 ordinance.

29 ///

- ORDINANCE NO. 93- 257

FMAGIC

LIEN, HOBSON & JOHNSON

Attorneys at Law
4855 River Rd. N.
Keizer, Oregon 97303
(503) 390-1635

1 Section 3. RECOGNITION. The City Council may officially
2 recognize a neighborhood association as described in Sections 4
3 and 5 below. For a recognized neighborhood association the
4 City will do the following, at a minimum:

5 (a) Mail the association requests for comments and public
6 hearing notices for all planning, zoning, and subdivision
7 activities within its boundaries.

8 (b) Mail the association notices of other City issues
9 that may result in action being taken impacting property or the
10 citizens within the association boundary.

11 (c) Mail the association agendas for all City
12 commissions, boards, and City Council meetings.

13 (d) Solicit the input of the association at early stages
14 of major decision making, such as annual budget preparation and
15 amendments to the Comprehensive Plan.

16 (e) Recognize the association as having standing in land
17 use cases within its boundaries or within adjacent areas where
18 there is a direct impact.

19 (f) Provide assistance in publicizing the activities of
20 the association through press releases, city publications, and
21 other media as resources allow.

22 Section 4. PROCESS FOR RECOGNITION. A neighborhood
23 association may petition the City Council for official
24 recognition. If the Council finds that the standards outlined
25 below are met, the association may be recognized by resolution.

26 ///

1 Section 5. STANDARDS FOR RECOGNITION. The following
standards must be met by a neighborhood association seeking and
3 maintaining recognition:

4 (a) By-Laws - The Association shall adopt by-laws that
5 contain the following provisions at a minimum:

6 (1) Any person who resides, operates a business, or owns
7 property within the boundary shall be a member with the right
8 to participate and vote.

9 (2) The membership shall not be limited by race, creed,
10 color, sex, age, or any other factor.

11 (3) There shall be no dues, but voluntary contributions
12 may be solicited.

13 (4) The association shall hold an annual general meeting,
14 with the time, date, and place of the meeting widely publicized
15 throughout the neighborhood prior to the meeting. Other
16 general meetings may be held as desired.

17 (5) Regular meetings of the Board shall be held at a
18 publicized date, time, and place. All Board meetings shall be
19 open to the public. All members present may vote on issues
20 with the results recorded separately from votes of the Board.

21 (6) Minutes shall be taken of all Board and General
22 meetings, with the minutes made available to any person so
23 requesting. A copy of the minutes shall be filed with the City
24 Recorder.

25 ///
26 ///
- ORDINANCE NO. 93- 257

1 (7) The association shall have a Board of Directors with
2 a president, vice-president, and secretary who shall be elected
3 annually by those present at the annual meeting. The
4 association may establish additional elected positions on the
5 Board. The board roster including names and addresses shall be
6 filed with the City Recorder. The association shall provide
7 one address to the City for mailing purposes.

8 (8) A copy of the by-laws shall be filed with the City
9 Recorder and maintained and updated to reflect amendments by
10 the neighborhood association.

11 (b) Boundary - The Association shall adopt by motion a
12 fixed geographic boundary meeting the following general
13 guidelines:

14 (1) The neighborhood should generally encompass at least
15 300 dwelling units or smaller clearly defined areas.

16 (2) The neighborhood should encompass a logical
17 geographic and social area with generally rectangular
18 boundaries and without any gerrymandering.

19 (3) The neighborhood should generally focus on a single
20 elementary school attendance area.

21 (4) Neighborhood boundaries should generally follow
22 natural or manmade barriers such as creeks and arterial
23 streets. When a boundary must follow a local street, it should
24 follow rear property lines rather than divide the neighborhood
25 between houses facing each other.

26 ///

- ORDINANCE NO. 93- 257

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1 (5) The boundary should encompass adjacent vacant or
underdeveloped land.

3 (6) The boundary should extend to the City Limits.

4 (7) The boundary should leave no isolated areas or
5 pockets not included in another neighborhood association's
6 boundary.

7 (8) The Council shall have the final determination of a
8 neighborhood's boundary and is not necessarily bound to the
9 above guidelines. This determination shall be reflected in the
10 resolution of recognition.

11 (c) Responsibilities - The following responsibilities
12 must be assumed and carried out by a neighborhood association:

13 (1) The association must strive to accurately represent
14 the best interest of its members when expressing neighborhood
15 opinion, recommendations, and concerns before any public body.

16 (2) The association must try to solicit the participation
17 or input of all members through newsletters, media coverage,
18 personal contact, flyer distribution, and other means.

19 (3) The association must actively participate in City
20 government through participation, input, and recommendations on
21 issues brought to it by the City, or initiated by the
22 neighborhood itself.

23 (4) The association must hold regular board and general
24 meetings, with timely, appropriate notification to members.

25 ///

26 ///

- ORDINANCE NO. 93- 257

LIEN, HOBSON & JOHNSON

Attorneys at Law
4855 River Rd. N.
Keizer, Oregon 97303
(503) 390-1635

1 (5) The association must strive to improve the livability
2 of the neighborhood and of the community as a whole through
3 education, activities, projects, and participation.

4 Section 6. MAINTAINING RECOGNITION - ANNUAL REPORT. A
5 recognized neighborhood association shall make an annual report
6 to the City Council at a Council meeting no more than one month
7 before or one month after the anniversary of the Council's
8 recognition. This report may be in writing or presented
9 orally. The report shall include at least the following
10 elements:

11 (a) A record of all meetings.

12 (b) A summary of all issues dealt with by the
13 association.

14 (c) A summary of special association activities outside
15 regular meetings

16 (d) A report of all efforts to solicit the participation
17 and input of all members of the association

18 (e) An analysis of the Association's success in meeting
19 its responsibilities as outlined above.

20 Section 7. MAINTAINING RECOGNITION - COUNCIL ACTION. If
21 the Council finds the association has continued to meet the
22 expectations and responsibilities of a neighborhood
23 association, it shall, by motion, extend recognition for an
24 additional year.

25 Section 8. TERMINATING RECOGNITION. At any time the
26 Council may consider an association's alleged failure to meet

1 the expectations and responsibilities of a neighborhood
2 association. If it finds the association is not meeting the
3 standards, it may, by resolution, revoke recognition.

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

6 PASSED this 21st day of June, 1993.

7 SIGNED this 23rd day of June, 1993.

8 Dennis Kelso
9 Mayor

10 Gracy L. Davis
11 City Recorder

12 824.111

- ORDINANCE NO. 93- 257

LIEN, HOBSON & JOHNSON

Attorneys at Law
4855 River Rd. N.
Keizer, Oregon 97303
(503) 390-1635

Potential and Suggested Changes to the Neighborhood Association Recognition Ordinance

The following changes came out of the August 2023 work session along with a legal review for better clarification, specificity, and/or practices. Please use the ordinance in its current form as you go through these suggestions/recommendations. The ordinance is from 1993, so we will have to completely re-type it once we have identified if there are desired amendments.

Section 1

Change both references of “citizens” to “residents”

Section 2

Change single reference of “citizens” to “residents”

Section 3

- (a) Replace “Mail” with “Email”
- (b) Replace “Mail” with “Email”
- (c) Replace “Mail” with “Email”
- (d) None
- (e) ADD: “...when input from the affected neighborhood association is received by the City ahead of or during any hearing on the matter.”
- (f) None
- (g) NEW. If a neighborhood associated applies for and obtains the least costly local post office box option, the City will reimburse them for that cost out of the amount budgeted for the neighborhood association.
- (h) NEW. If budgeted funds are available, a neighborhood association can seek reimbursement from the City funds dedicated to them for the following expenses:
 - Money for marketing materials and services like booths at Keizerfest, flyers, mailers, and website costs
 - Money spent on food collection barrels if also used to market association
 - P.O. Boxes if primary mailing address in accordance with section 3(g)
 - Reimbursement of up to \$20 per meeting for refreshments
 - Reimbursement of other expenses on a case-by-case basis.
 - Others?

Section 4

None

Section 5

5(a)(2) AMEND. “Membership or participation shall not be limited based on any protected class under Oregon or federal law.”

5(a)(4) ADD: "At least half of the regular meetings shall take place within the recognized boundary of the association."

5(a)(7) ADD: "The Board of Directors shall fill any position vacancies at the first meeting following the vacancy."

5(b)(8) POINT OF DISCUSSION re: size of neighborhood association boundaries and members

5(c)(2) ADD: "...including social media. Associations must maintain an active and up-to-date online presence that adheres to City Council social media standards. All official webpages shall maintain at least three administrators having access to the site and its contents."

5(c)(4) ADD: "The association must maintain at least a minimum attendance of _____ members at regular, general meetings. Attendance will be averaged quarterly."

Section 6

6(a) ADD: "...with attendance noted."

Expense Guidelines

for Neighborhood Associations



SUMMARY

Each Neighborhood Association (NA), namely GGNA, GNEKNA, NWKNA, SEKNA and WKNA, has a fiscal year (07/01 – 06/30). The approved City budget for Fiscal Year 2023-2024 is \$1,200.

Payment to each neighborhood association is contingent upon the association being officially recognized by the City and provided on a reimbursement basis. The payment is to provide support items such as printing and postage associated with brochures and newsletters, and for yard signs.

NA presidents are the only persons who may request printouts and photocopies to be billed to their NA accounts.

To receive reimbursement, the request must be from the NA president. Although the City may reimburse another NA member, the City must have the NA president's approval for all reimbursement requests. This helps the president with the tracking and planning of the annual expenses.

NA presidents need to track expenses to ensure that their annual budget is not over-spent.

Below is a list of items that can be purchased by the Neighborhood Associations. If you find a need to purchase items not listed, please inquire with the Deputy City Recorder (Dawn Wilson; wilsond@keizer.org or 503-856-3418) to see if such item would be appropriate for reimbursement.

If you would like agendas, packets, minutes, or any other City-retained documents printed and/or you request photocopies, those items will be billed to your NA account.*

All other approved expenses will be reimbursable by submitting a copy of the receipt—and completion of the attached Reimbursement Form.

APPROVED EXPENSES – USED FOR NA'S PURPOSES ONLY:

- Printouts and copies of City retained documents*
- Photocopies made by private business
- Flyers, Ads, Banners – design, printing, paper, materials

-
- Signage – design, printing, materials
 - Doorhangers
 - Published materials
 - Postage
 - Event or exhibitor registration fees
 - Promotional & Advertising – materials or services used for meetings and events (e.g. Miracle of Christmas Lights; KeizerFEST, ServeFEST, Community Dinners) for the betterment of the NA and/or community, with the exception of the collective neighborhood association advertising approved by the City’s Finance Director in advance.
 - Office supplies: USB drives, paper, ink cartridges, pens, paper clips, etc.
 - Welcoming packages for new NA residents
 - Dumpster Rental
 - Safety Gear: vests, gloves, masks
 - Vendors: Sound, Photographer
 - Website and Social Media maintenance fees

REIMBURSEMENT FORM

for Neighborhood Associations



Please Indicate which Neighborhood Association You are representing:	
☐ GGNA	☐ SEKNA
☐ GNEKNA	☐ WKNA
☐ NWKNA	

Description of expenditure:

➤ Please be sure to ATTACH the Receipt ◀

Check should be payable to
(name and address):

Phone:

Check here if you would like to pick up the check at City Hall: ☐

Checks are usually processed on Fridays – please allow up to two weeks to receive payment.

~ APPROVAL by NA President ~

President's name (printed):

President's Signature:

FOR CITY PURPOSES ONLY → Account No. 010-102-299980



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Bill Lawyer, Public Works Director
Subject: Bailey Road No Parking Zone

Proposed Motion

I move that the City Council adopt Order Designating "No Parking" Zones on Bailey Road Northeast, Keizer, Oregon.

I. Summary

Staff was contacted by affected property owners on Bailey Road NE requesting a No Parking zone be created along a portion of the south side of Bailey Road. This request was made primarily because of safety concerns for emergency vehicles needing to access the street during an emergency.

II. Background

- A. Bailey Road NE in this area is a 30-foot right of way with approximately 24 feet of asphalt.
- B. There are no curbs or sidewalks on this street.
- C. Parking is allowed and legal in the existing right of way.

III. Current Situation

- A. The No Parking Zone will be on the south side of the street from the intersection of Bailey Road to the western property line of 4825 Bailey Road NE.
- B. Staff received the request and support for the No Parking Zone from the majority of the property owners on this portion of Bailey Road.
- C. The No Parking zone will be identified with signs placed at each end of the zone and one in the middle of the zone.



IV. **Analysis**

- A. **Strategic Impact** - N/A
- B. **Financial** - The cost to purchase and install the necessary signs will be less than \$500 and can be incorporated into the existing Street Fund budget.
- C. **Timing** - Staff will have the No Parking Zone properly signed within 2 weeks of approval by the City Council.
- D. **Policy/Legal** - City Council authorization is needed to establish No Parking zones in the city.

V. **Alternatives**

- A. Adopt the attached Order.
- B. Do nothing and parking will remain allowable in this portion of Bailey Road.

VI. **Recommendation**

Staff recommends the City Council adopt the attached Order.

Attachments

1. ORD_CC_No Parking Zones on Bailey Road_3 4 2024

"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 ORDER

4
5 DESIGNATING “NO PARKING” ZONES ON
6 BAILEY ROAD NORTHEAST, KEIZER,
7 OREGON
8

9 WHEREAS, the City Council of the City of Keizer has authority pursuant to state
10 statute and Keizer Ordinance No. 2020-818 to establish “no parking” zones;

11 WHEREAS, staff has been contacted by affected property owners on Bailey Road
12 Northeast requesting a No parking zone primarily due to safety concerns for emergency
13 vehicles needing to access the street during an emergency;

14 WHEREAS, staff believes parking on the south side of the street from the
15 intersection of Bailey Road to the western property line of 4825 Bailey Road Northeast
16 creates a safety concern and recommends formalizing the no parking zone on the south
17 side of Bailey Road Northeast;

18 WHEREAS, the City Council has reviewed the matter and finds that it is
19 appropriate to designate the south side of Bailey Road Northeast as “no parking”.

20 NOW, THEREFORE;

21 IT IS HEREBY ORDERED by the City Council of the City of Keizer that “no
22 parking” zones are hereby established on the south side of Bailey Road Northeast as
23 indicated on the attached exhibit.

IT IS HEREBY FURTHER ORDERED that the costs associated with the “no parking” zone be paid from the Street Fund.

IT IS HEREBY FURTHER ORDERED that this Order shall take effect immediately upon its passage.

PASSED this _____ day of _____, 2024.

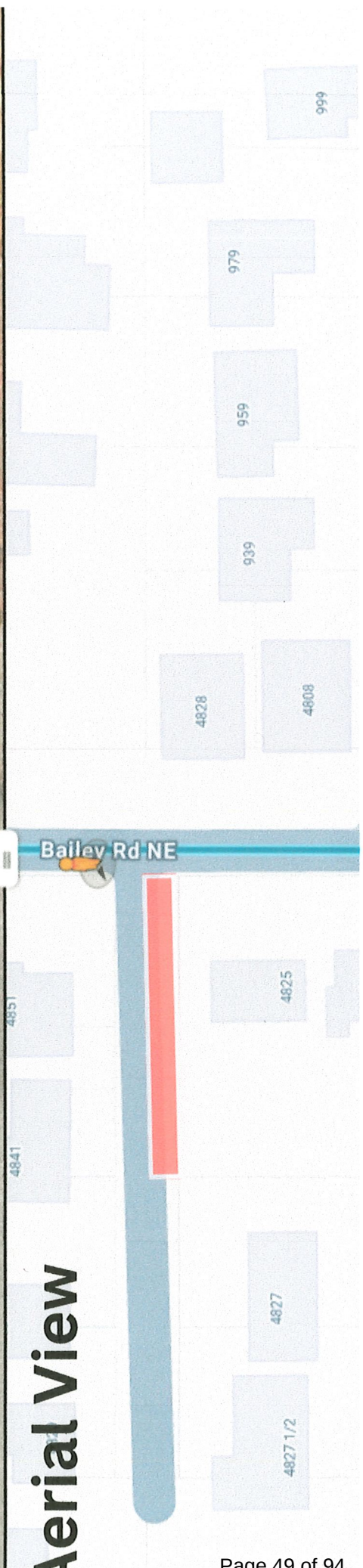
SIGNED this _____ day of _____, 2024.

Mayor

City Recorder



Street View



Aerial View



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Shane Witham, Planning Director
Subject: Hearings Officer Contract

Proposed Motion

I move the City Council adopt Resolution R2024-___ Appointing Keizer Hearings Officer and Authorizing City Manager to Enter Into Contract with Theodore R. Naemura for Hearings Officer Services.

I. Summary

The City's current contract for hearings officer services expires at the end of March. The Request for Proposals (RFP) was sent out on January 3, 2024. One proposal was received from Theodore R. Naemura. The City would like to enter into a contract for hearings officer services. The proposed resolution and contract are attached.

II. Background

- A. The Keizer Development Code provides for Hearings Officers to be appointed by the City Council. Brewer & Coulombe, PC's contract for hearings officer services expires on March 31, 2024. Therefore, staff issued a Request for Proposals (RFP) for Hearings Officer Services. The RFP was issued on January 3, 2024. One response was received and staff wishes to move forward with entering into a contract for hearings officer services with Theodore R. Naemura.

III. Current Situation

- A. The existing hearings officer contract will expire at the end of March. The Keizer Development Code outlines that certain land use decisions are to be decided by a Council-appointed Hearings Officer. While it is impossible to predict how many public hearings, or the exact timing of those hearings, it is important the City has a Hearings Officer to hear such cases. It should also be noted that some other city ordinances require that the hearings officer conduct hearings.
- B. A solicitation for qualified individuals interested in serving as Hearings Officer was distributed on January 3, 2024. One response was received and the applicant met the qualifications. Therefore, staff is recommending the Council accept staff's

recommendation to appoint the hearings officer and authorize the City Manager to enter into a contract for hearings officer services.

IV. Analysis

- A. **Strategic Impact** - None
- B. **Financial** - The hearings officer contract provides for services to be billed at \$95.00 per hour. The planning department budget contains a line item for hearings officer services.
- C. **Timing** - The current contract for hearings officer services expires at the end of March. Therefore, it is necessary to enter into an agreement for hearings officer services.
- D. **Policy/Legal** - The Keizer Development code outlines that certain land use decisions and appeals are heard by the Hearings Officer. In addition, there are certain code enforcement activities that are also heard before a Hearings Officer.

V. Alternatives

- A. Adopt the attached resolution
- B. Choose not to adopt the attached resolution. This would result in the City not having a hearings officer after March 31, 2024.

VI. Recommendation

Staff recommends that council adopt the attached resolution appointing Keizer Hearings Officer and authorizing the City Manager to enter into a contract with Theodore R. Naemura for hearings officer services.

Attachments

- 1. RES_CC_Res Appointing Hearings Officer_3 4 2024
- 2. EXH_CC_Contract for Keizer Hearings Officer - Theodore Naemura_3 4 2024

"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2024-_____

APPOINTING KEIZER HEARINGS OFFICER AND
AUTHORIZING CITY MANAGER TO ENTER INTO CONTRACT
WITH THEODORE R. NAEMURA FOR HEARINGS OFFICER
SERVICES

WHEREAS, Brewer & Coulombe, PC and the City entered into a Contract for
Services for the term January 1, 2021 through March 31, 2024;

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

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

WHEREAS, a solicitation for qualified individuals interested in serving as
Hearings Officer was distributed on January 3, 2024;

WHEREAS, one response was received from Theodore R. Naemura;

WHEREAS, staff recommends that the Council accept staff's recommendation
and appoint Theodore R. Naemura as Hearings Officer;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that Theodore R.
Naemura is appointed as Hearings Officer/Hearings Examiner.

BE IT FURTHER RESOLVED that the City Manager is authorized to enter into the attached Contract with Theodore R. Naemura to provide Hearings Officer services.

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

PASSED this _____ day of _____, 2024.

SIGNED this _____ day of _____, 2024.

Mayor

City Recorder

CONTRACT FOR SERVICES

KEIZER HEARINGS OFFICER

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

AGREEMENT:

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

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

SECTION 3. TERM. Unless terminated as provided herein, this Contract shall be for the term April 1, 2024 through March 31, 2027. This contract may be renewed for two additional two-year terms.

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

1. All of Contractor’s time for preparing for and conducting hearings, legal research and drafting decisions shall be billed at \$95.00 per hour for all actual time spent by Contractor on such activities. Contractor agrees that travel time to and from city hall shall be charged at the then-existing IRS rate for the actual mileage. Contractor also agrees that Contractor shall familiarize itself with the Keizer Development Code, Keizer Comprehensive Plan, Keizer Station Master Plan (if appropriate), and other applicable land use regulations within the context of the case review and shall not be charged separately. Contractor agrees that the total amount billed will not exceed \$1,000.00 per case unless otherwise agreed to in writing by the City.
2. Contractor shall keep accurate and detailed records for the purpose of computing compensable time and shall submit said records to the City no later than the end of the next succeeding month in which the services were completed. Such records shall include the following information: description of service performed, to whom service

should be charged, date of service, time spent for each charge and each direct expense. The level of detail of this information shall be such that each charge is clearly understandable. The invoices shall be addressed to the Planning Director, City of Keizer, PO Box 21000, Keizer, OR 97307.

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

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

1. Upon assignment of cases to Contractor by City, Contractor shall within three (3) days of assignment determine whether Contractor has any conflict of interest, bias, or prehearing contacts, with respect to the case or the parties thereof. If such condition exists, whether apparent or real, Contractor shall notify the City within the three day period, whereupon Contractor may decline the assignment or the City may withdraw the assignment. Contractor shall not charge the City for time spent in determining whether these conditions exist or for any time devoted to a case in which one of these conditions is later found to exist.
2. Contractor may visit the site of each land use case prior to preparation of his report, but shall not devote more than one (1) hour for each view, including travel time from City Hall to the site, unless otherwise approved by the City.
3. Contractor shall furnish all tools and equipment necessary to do the work specified herein.
4. After the initial hearing date has been scheduled, City staff shall provide required notice and Contractor shall conduct the hearings. Hearings shall be held at the Keizer City Hall, or in facilities obtained or approved by the City at City's expense. Contractor shall conduct the hearings in a fair and efficient manner and may establish time limits for hearing participants. Hearings may be continued if necessary, but completion of hearings in a timely manner is of the essence. Contractor shall ensure that all applicable rules and guidelines are met. City staff, in a given case, may certify to the Contractor specific questions related to the case. In that event, Contractor shall specifically respond to each such question in the Findings, Conclusions, and Recommendations. Decisions and Recommendations of the Hearings Officer shall be in accordance with and based on Oregon law related to the subject of the hearing. Contractor shall interpret the applicable standards as they apply to the subject of the hearing. In addition, Contractor shall comply with all contested case procedures adopted by the City and with any of the applicable laws affecting hearing procedures. Other than determining compliance with the applicable criteria, Contractor shall consider only those issues raised by the parties.
5. Contractor shall prepare and submit to the City the original and one (1) copy of each Decision (e.g. Findings of Fact, Conclusions of Law and Decision) which shall include a list of Parties, rulings on motions and on admissibility of evidence, Findings of Fact, Conclusions of Law, a decision, and a statement for reasons for decision. Contractor shall file the Decision with the City on or before the 14th day following the closing of the record of each case unless a different timeline is specified in the City Ordinance. Contractor shall prepare the Decision consistent with the standards of good practice of the legal profession.

6. Contractor will meet annually with the Planning Director, Department Directors, and/or management staff to discuss procedures, rules, problems, and any matters that may be of concern to the Officer, the Council, the Directors, and/or staff. The meeting may be in person or via electronic means.
7. Contractor may from time to time review and make suggestions to the Planning Director for modifications to the Keizer Development Code as the Officer feels necessary.

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

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

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

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

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

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

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

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

SECTION 12. NOTICES. Any written notices permitted or required by this Contract shall be deemed given when personally delivered, or three days after deposit in the United States mail, postage fully prepaid, addressed to the parties at such address as either party may provide to the other.

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

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

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

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

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

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

CONTRACTOR

CITY OF KEIZER

Theodore R. Naemura

Adam J. Brown,
City Manager

Date

Date

APPROVED AS TO FORM:

Keizer City Attorney



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Tammie Harms, Legal Assistant
Subject: Municipal Judge Report/Contract

Proposed Motion

I move that the City Council direct staff to notice a public hearing for exemption of the solicitation process for the Municipal Court Judge contract.

I. Summary

In accordance with the Municipal Judge evaluation process, no later than the second meeting in October each year, the appointed Councilors are to report their observations to the Council at a regularly scheduled meeting. I have attached the resolution setting out the evaluation process. This year, due to the contract expiring on June 30, 2024, the Councilors performed the evaluation process earlier and are ready to report the results.

II. Background

- A. On January 4, 2021, the Council adopted the updated Municipal Judge Evaluation process.
- B. On January 3, 2023, Mayor Clark appointed Councilor Starr and Councilor Cross to attend arraignments and/or hearings and check in with the Judge for 2024.
- C. If the Council deems it necessary, a formal evaluation between the Council and the Municipal Court Judge shall be scheduled, but it is not required. This process does not affect the Municipal Judge's position of validity, effectiveness or jurisdiction of the municipal court or the Municipal Judge.
- D. The current contract with the Municipal Judge expires on June 30, 2024. See copy attached. Staff conducted a Request for Proposal process prior to entering into this contract with the Municipal Judge. Only one response was received, but many interested persons called and asked if Judge Myers was retiring. When they were told that Judge Myers was not retiring, staff was told that no response would be provided because they would not try to get a position if Judge Myers still wanted it. Staff has contacted Judge Myers to see if he was still interested in the position and Judge Myers indicated that if the City still needed and wanted him, he would like to

continue to serve.

III. **Current Situation**

- A. Councilor Starr and Councilor Cross may present a verbal report of their observations.
- B. If the Council deems it necessary, a formal evaluation between the Council and the Municipal Court Judge shall be scheduled.
- C. Because the Municipal Judge contract expires on June 30, 2024, the City Council needs to consider whether to have staff perform a Request for Proposal process or set the matter for public hearing to exempt the solicitation process and enter into a new contract with the current Judge.

IV. **Analysis**

- A. **Strategic Impact** - No Strategic Impact.
- B. **Financial** - There is no Financial Impact for the report of observations. Staff time and publication costs are needed for a Request for Proposal. Publication costs are required for an exemption process. The publication costs should not be greater than \$200.
- C. **Timing** - Observations of the appointed Council members are to be presented to council at a regularly scheduled meeting before the second meeting in October each year. A decision regarding whether a Request for Proposal or exemption process is needed soon because the current contract expires June 30, 2024 and a Request for Proposal process takes a minimum of three months and an exemption process, with the notice time, may take a month.
- D. **Policy/Legal** - Resolution R2021-3142 sets out the evaluation process. Because the Judge is a charter officer under the Charter, it is appropriate for the City Council to make a determination about the process to move forward when the current contract is expiring.

V. **Alternatives**

- A. Councilor Starr and Councilor Cross may report to the Council their findings and direct staff on the method to move forward with solicitation of the Municipal Judge contract.
- B. Calendar these matters to a future Council meeting.
- C. Revisit the adopted Municipal Judge Evaluation process.

VI. **Recommendation**

Staff recommends that Councilor Cross and Councilor Starr report their observations. Following the report, if the Council deems it necessary to hold a formal evaluation

between the Council and the Municipal Court Judge, Council should direct staff to schedule the evaluation in executive session. Following the reports, Council should consider the method of soliciting the Municipal Judge contract. Staff recommends setting a public hearing to exempt the process and entering into a contract with Judge Myers.

Attachments

1. R2021-3142 - Municipal Judge Evaluation Process
2. Signed Municipal Judge Agreement 2017-2020
3. Signed Extension of Municipal Judge Agreement 2020-2022
4. Signed First Amendment to Municipal Judge Services Agreement 2022-2024

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2021- 3142

4
5 IN THE MATTER OF ADOPTION OF THE
6 MUNICIPAL JUDGE EVALUATION PROCESS;
7 **REPEALING RESOLUTION NO. R2015-2572**

8
9 WHEREAS, Resolution R2015-2572 adopted an evaluation process to be used in
10 evaluation of the performance of the municipal judge;

11 WHEREAS, the City Council wishes to adopt a new evaluation process;

12 NOW, THEREFORE,

13 BE IT RESOLVED by the City Council of the City of Keizer that the following
14 Municipal Judge Evaluation Process is hereby adopted:

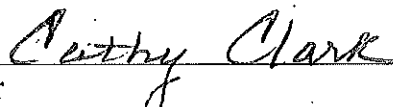
15 At the first meeting in January every odd numbered year, the Mayor will
16 announce two Councilors to attend arraignments and/or hearings and check in with the
17 Judge for the upcoming year and two Councilors to attend arraignments and/or hearings
18 and check in with the Judge for the following year. The Councilors will report their
19 observations to the City Council at a regularly scheduled meeting no later than the
20 second meeting in October each year. If the City Council deems it necessary, a formal
21 evaluation between the City Council and the Municipal Court Judge shall be scheduled
22 and such evaluation shall be held in executive session pursuant to state law. Failure to
23 complete this process each year shall in no way effect the Municipal Judge's position of
24 validity, effectiveness or jurisdiction of the municipal court or the Municipal Judge.

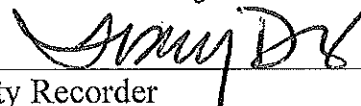
1 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
2 Resolution No. R2015-2572 is hereby repealed in its entirety.

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

5 PASSED this 4th day of January, 2021.

6
7 SIGNED this 4th day of January, 2021.

8
9
10 
Mayor

11
12 
13 City Recorder

MUNICIPAL JUDGE SERVICES CONTRACT

This agreement made this 1st day of July, 2017, by and between the City of Keizer, an Oregon municipal corporation (hereinafter referred to as "City"), and A. Carl Myers (hereinafter referred to as "Myers").

WHEREAS City wishes to continue to engage the services of Myers as municipal court judge; and

WHEREAS Myers wishes to continue to serve in that capacity; and

WHEREAS City and Myers believe it is important to define this relationship under a contractual format to provide for a clear understanding of the terms and employment, duties/expectations, and compensation for services rendered;

NOW, THEREFORE the parties agree as follows:

1. TERM

The term of this contract shall be from July 1, 2017 and continuing until June 30, 2020, or until this contract is terminated or renewed as herein provided. This contract may be renewed for two (2) two-year terms if agreeable by all parties. Renewal of this contract will be contingent upon the approval of the costs in the City's annual fiscal year budget.

2. SCOPE OF SERVICES

- 2.1 Myers shall preside over the Keizer Municipal Court and exercise original jurisdiction of all offenses defined and made punishable by the ordinances of City and the general applicable laws of the state of Oregon. Myers' jurisdiction is conferred by the Keizer City Charter and appointment by the Keizer City Council and is independent of this Contract.
- 2.2 Myers shall conduct arraignments, hearings/trials, and oversee administrative tasks associated with the operation of the municipal court.
- 2.3 Myers shall perform the functions and duties specified in the attached Scope of Services.

- 2.4 City reserves the right to reduce the level of service based on available funding upon sixty (60) days' notice to Myers.

3. PERFORMANCE EVALUATION

- 3.1 Adoption of Criteria. The City Council has adopted standards, criteria and policy directives regarding performance evaluation. The City Council may revise the standards, criteria and policy directives regarding performance evaluation. In the event that the City Council revises the standards, criteria and policy directives, the City Council shall notify Myers of such revisions no less than thirty (30) days prior to any revisions being adopted.
- 3.2 Myers' Performance. Each year after execution of this contractor, Myers' performance will be evaluated pursuant to the adopted evaluation procedures.

Notwithstanding the above, the municipal court judge shall exercise his independent judicial discretion at all times.

4. COMPENSATION

City shall pay Myers for services provided in the following manner and amounts:

- 4.1 Beginning July 1, 2017, City shall pay Myers a sum of \$110.00 per billable hour with a two-hour minimum per court session, prorated to each tenth of an hour. "Court session" shall be limited to no more than two (2) per day and such sessions shall be scheduled to minimize the revenue impact to City considering the totality of all circumstances. "Billable hours" shall be defined as time spent in arraignments, hearings/trials, and administrative tasks associated with the operation of the municipal court. Myers may submit revised prices for consideration at the time of renewal.
- 4.2 Myers shall be paid based on monthly invoices and the total hours shall not exceed twenty-four (24) hours per month without prior written consent of the City Manager or his/her designee.

4.3 The City shall pay dues for membership to the Oregon Municipal Judge Association and the costs associated with judicial conferences as approved in advance by the City Manager or his/her designee.

4.4 The City shall reimburse Myers for reasonable and nominal actual out-of-pocket costs.

5. TERMINATION

This agreement may be terminated by the mutual consent of both parties. In addition, this agreement may be terminated by either party with thirty (30) days written notice. Myers agrees to complete any work which is in progress as of the last day of the term of this agreement, if requested to do so by the City.

6. TORT PROVISION/INDEPENDENT CONTRACTOR

Myers is an agent of City solely for tort claim purposes, as set forth in the Oregon Tort Claims Act. Except as expressly stated herein, City shall not be responsible for the negligent acts or omissions of Myers. Myers shall not be responsible for the negligent acts or omissions of City. Myers represents and warrants that he is an independent contractor and neither an employee, nor an agent of City except as stated above. Myers is not entitled to, and expressly waives all claim to City benefits including, but not limited to health, life, and disability insurance, overtime pay, paid leave, and retirement. Myers shall have complete and exclusive control over the manner and means by which services are performed.

7. WORKERS' COMPENSATION COVERAGE

No workers' compensation insurance has been or will be obtained by City on account of Myers. Upon request, Myers shall provide City with a copy of his certificate of compliance with applicable workers' compensation laws.

8. ASSIGNABILITY

The obligations of the parties under this agreement are personal and may not be assigned without the prior written consent of the other party. Upon appointment by City Council, pro tem judges may serve in instances of Myers' unavailability for any reason.

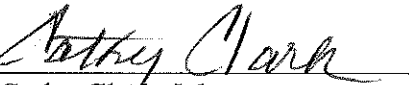
9. ATTORNEY FEES

In the event of legal action to enforce the terms of this contract, the prevailing party shall be entitled to attorney fees and other costs and expenses of litigation through and including trial and appeal.

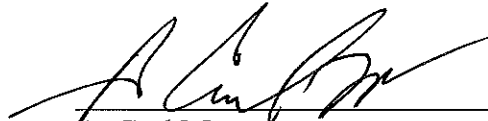
10. ENTIRE AGREEMENT/NONWAIVER

Except for standards, criteria or policy directives made applicable pursuant to Section 3.1, this is the entire agreement of the parties and it may be modified only in writing signed by both parties. If any provision of this contract is held to be unenforceable by a court of competent jurisdiction, the remainder of the contract shall remain in full force and effect. A failure of either party to enforce any provision of this contract shall not be deemed a waiver of any other provision of the contract or of any subsequent breach.

CITY OF KEIZER, an Oregon
municipal corporation

By: 
Cathy Clark, Mayor

Dated: 6-19-17


A. Carl Myers

Dated: 6/14/17

APPROVED AS TO FORM:


E. Shannon Johnson,
Keizer City Attorney

City of Keizer

Municipal Court Judge Scope of Services

GENERAL STATEMENT OF DUTIES:

Serves as the judicial officer of the City. Performs judicial activities and oversees the judicial functions of the court, ensuring conformance with legal and departmental requirements. Works as an independent contractor with provisions set forth by the City Council. The City Council has the sole authority to appoint and remove the Municipal Court Judge as an officer of the City under the Charter for the City of Keizer. The Municipal Court Judge serves at the pleasure of the City Council and may be removed by the City Council at any time without cause.

The Municipal Judge shall exercise original and exclusive jurisdiction of all crimes, violations and all actions brought to recover or enforce forfeiture or penalties defined or authorized by ordinances of the City including adopted state criminal and vehicle codes. The Judge shall have authority to issue process for the arrest of any person accused of an offense against the ordinances of the City, to commit any such person to jail or admit them to bail pending trial, to issue subpoenas, to compel witnesses to appear and testify in court on the trial of any cause before the Court, to compel obedience to such subpoenas, to issue any process necessary to carry into effect the judgments of the court, and to punish witnesses and others for contempt of the court. When not governed by ordinances or this Charter, all proceedings in the municipal court for the violation of a City ordinance shall be governed by the applicable laws of the State governing justices of the peace and justice courts. Nothing in this section shall preclude transfer of all or part of the municipal court jurisdiction to a state court.

SUPERVISION RECEIVED:

The Municipal Court Judge works under the executive direction of the City Council. The Mayor is the official contact person. The judge operates independently as to judicial decisions, responsibilities and functions.

SUPERVISION EXERCISED:

The judge shall exercise supervision over the court personnel concerning their in-court and municipal court responsibilities. The day-to-day job supervision and evaluation of the court personnel shall be the responsibility of the Finance Director or other designee of the City Manager. The judge will consult and cooperate with the Finance Director concerning all aspects of the operation of the court and court personnel and assist with the evaluation of court personnel. The hiring and termination of court personnel shall be done following city personnel procedures for employees who are responsible to the City Manager. The Judge may not appoint assistants and/or pro-tem judges to fulfill specific functions or roles.

EDUCATIONAL, LICENSING AND TRAINING REQUIREMENTS:

Juris Doctor law degree and a minimum of five (5) years' experience, with eight (8) years preferred in the areas of municipal and criminal law, trial experience or experience as an administrative hearings officer, arbitrator or judge; or any equivalent combination of

experience and training that demonstrates the knowledge, skill and abilities described above. Member in good standing with the Oregon State Bar. Possession of a valid driver license and proper insurance if required to drive for work-related activities.

The Judge should be able to demonstrate any equivalent combination of education and experience that provides the Judge with the knowledge, skills and abilities that would be required to possess a Juris Doctorate degree and a minimum of five years of progressively responsible legal experience. Experience presiding over hearings, working with municipal entities, or working in an organization presenting comparable complex challenges is preferred.

MINIMUM QUALIFICATIONS:

- Licensed by the Oregon State Bar to practice law in Oregon
- A member of the Oregon Municipal Judge Association at the time of signing the Municipal Judge Services Contract
- A member in good standing with the Oregon State Bar
- ~~Completed the course required under ORS 221.142 prior to being seated~~ *NA*
- Previous Municipal Court experience to provide knowledge of procedures and functions
- Citizen of the United States and resident of the State of Oregon during position appointment

REQUIRED KNOWLEDGE AND SKILLS:

Knowledge of:

- Oregon and United States Constitution
- Oregon Revised Statutes (ORS)
- Oregon Administrative Rules (OAR)
- Oregon Uniform Motor Vehicle Code
- Oregon Criminal Code
- City of Keizer Municipal Code
- City of Keizer Development Code
- Case Law and Court Management

Ability to:

- Ensure all Municipal Court operations are diligently and courteously conducted
- Demonstrate an impartial, non-discriminatory approach to all court activities
- Avoid appearance of conflicts of interest and exercise sound judgment, keeping individual personal interests separate from responsibilities as Municipal Court Judge
- Manage court environment to ensure individuals are heard and respected. Maintain an appearance of independent and professional court demeanor
- Listen actively and attentively to all who come before the court
- Manage and administer Municipal Court operations and personnel in an efficient and timely manner

- Be creative in developing practical solutions to problems faced in the course of court functions
- Analyze and appraise case facts, rules of evidence and jurisdiction
- Manage and initiate court programs in cooperation with the City Attorney and court staff to secure compliance with court orders, fines, assessments and sentences
- Manage the proper maintenance and use of confidential information
- Manage case loads and court calendar
- Provide advice and training to Court staff
- Provide timely explanation of rulings to City Attorney, Defense Attorneys, Police Officers, defendants and City officials as the Oregon Code of Judicial Ethics allow
- Be punctual and consistent in attendance
- Demonstrate conduct and language that reflects positively on the City of Keizer
- Concisely communicate verbally and in writing and insure open channels of communication between the court, its users, City Council and other City departments
- Establish and maintain effective working relationships with City Council, Court staff, City Department Heads, and the general public
- Organize and prepare annual or semi-annual reports as requested by the City Council
- Assist the City Manager and Finance Director in preparation of annual Municipal Court budget
- Work with the Finance Director to manage court costs and expenditures in compliance with adopted budget requirements

EXTENSION OF MUNICIPAL JUDGE
SERVICES CONTRACT

PARTIES:

City of Keizer, Oregon,
an Oregon municipal corporation

(hereinafter "City")

A. Carl Myers

(hereinafter "Myers")

RECITALS:

- A. City and Myers entered into that certain Municipal Judge Services Contract dated July 1, 2017 (hereinafter "Contract").
- B. City and Myers wish to enter into an extension to the existing Municipal Judge Services Contract to extend the Contract for two years pursuant to Section 1 of the Contract.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT:

1. Pursuant to Section 1 of the Municipal Judge Services Contract, the Contract is extended and renewed for two years. The Municipal Judge Services Contract will continue until June 30, 2022, or until this contract is terminated as provided.

2. Except as specifically modified herein, all remaining terms, conditions, obligations and duties set forth in the Contract shall remain in full force and effect.

Dated: February 11, 2020

THE CITY OF KEIZER, OREGON
an Oregon municipal corporation

By: Cathy Clark
Cathy Clark, Mayor

Dated: February 5, 2020

A. Carl Myers
A. Carl Myers

**FIRST AMENDMENT TO MUNICIPAL JUDGE
SERVICES CONTRACT**

PARTIES: City of Keizer, Oregon, (hereinafter “City”)
an Oregon municipal corporation

A. Carl Myers (hereinafter “Myers”)

RECITALS:

A. City and Myers entered into that certain Municipal Judge Services Contract dated July 1, 2017 (hereinafter “Contract”).

B. City and Myers extended the Contract to June 30, 2022 (hereinafter “Extension”).

C. City and Myers wish to enter into a first amendment to the existing Municipal Judge Services Contract to amend the compensation paid to Myers and to extend the Contract for two years.

NOW THEREFORE, the parties agree as follows:

AGREEMENT:

1. Pursuant to Section 1 of the Municipal Judge Services Contract, the Contract is extended and renewed for two years. The Municipal Judge Services Contract will continue until June 30, 2024, or until this contract is terminated as provided.

2. Section 4.1 of the Contract dated July 1, 2017 is hereby amended to read as follows:

4.1 Through the rest of the current fiscal year (June 30, 2022), City shall pay Myers \$110.00 per billable hour as currently budgeted. Beginning July 1, 2022, City shall pay Myers a sum of \$125.00 per billable hour with a two-hour minimum per court session, prorated to each tenth of an hour. “Court session” shall be limited to no more than two (2) per day and such sessions shall be scheduled to minimize the revenue impact to City considering the totality of all circumstances. “Billable

hours” shall be defined as time spent in arraignments, hearings/trials, and administrative tasks associated with the operation of the municipal court. Myers may submit revised prices for consideration at the time of renewal.

3. Except as specifically modified herein, all remaining terms, conditions, obligations and duties set forth in the Contract and Extension shall remain in full force and effect.

Dated: April 18, 2022

Dated: 3/30/22

THE CITY OF KEIZER, OREGON
an Oregon municipal corporation


A. Carl Myers

By: Cathy Clark
Cathy Clark, Mayor

APPROVED AS TO FORM:


Keizer City Attorney



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Shane Witham, Planning Director
Subject: Right of Way Dedication - Oppek St NE

Proposed Motion

I move the City Council adopt Resolution R2024-____ Authorizing the City Manager to Sign Dedication for Reserve Strip (Marion County Tax Lot 063W23DD02000).

I. Summary

There is a small (1 foot wide) piece of property owned by the City of Keizer which is located at the western terminus of Oppek St NE. This piece of property is a remnant parcel received from the County years ago which is commonly referred to as a "spite" strip. This strip of land was intended to give the County (and now the City) the ability to control access to and from adjacent parcels. Subdivision Case 2023-17 was approved by the Hearings Officer on December 19, 2023 for property located at 1326 Oppek St NE. As a condition of subdivision approval, Oppek St NE will be required to be paved in order to provide through access for the new subdivision to O'Neil Rd NE. In order for this access to be allowed, the spite strip needs to be dedicated as public right of way.

II. Background

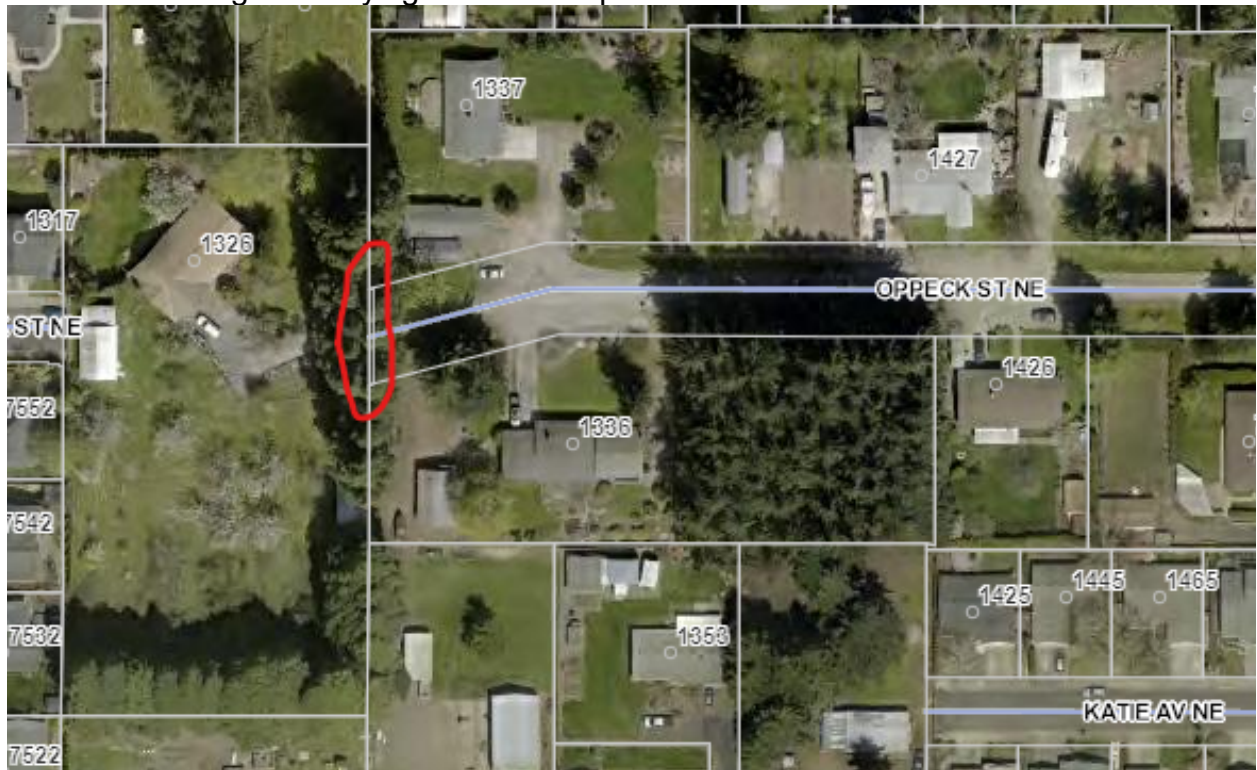
- A. The property located at 1326 Oppek Street NE received subdivision approval on December 19, 2023 by the Hearings Officer. There is a 1-foot wide strip of land ("spite" strip) owned by the City of Keizer at the western terminus of Oppek St NE. In order for the improvements to Oppek St NE to be made as required by the Hearings Officer's decision, and for those improvements to be located within the public right of way, this strip of land needs to be dedicated.

III. Current Situation

- A. The developer of the proposed subdivision of 1326 Oppek St NE is moving forward with developing the subdivision. During the subdivision review and approval process, it was identified that it was necessary to address the "spite" strip located at the western terminus of Oppek St NE. By dedicating this strip of land, it will ensure that the street improvements provided are located within the public right of way of Oppek St NE. Staff

discussed this situation with legal counsel, and it was determined that it is appropriate to simply dedicate the 1-foot strip of land as "right of way" in order to allow legal means of access to the site.

- B. It should be noted that the existing home located at 1326 Oppek St NE currently obtains access across this strip of land. The home was built in 1977, and to the staff's knowledge, it has always obtained access across this strip of land.
- C. Below is an image identifying the area in question:



IV. Analysis

- A. **Strategic Impact** - None
- B. **Financial** - None
- C. **Timing** - In order for the public improvement permits to be issued by the Public Works Department, the dedication of this piece of land is necessary.
- D. **Policy/Legal** - The City Council is the decision maker for real property owned by the City. Legal Counsel has advised that the dedication of this strip of land is necessary to allow for legal access to the proposed subdivision.

V. Alternatives

- A. Adopt the attached Resolution.
- B. Deny the dedication of land. This would result in public improvements being located

over the 1-foot wide strip of land that is City-owned.

VI. Recommendation

Staff recommends that City Council adopt the attached Resolution.

Attachments

1. RES_CC_Res Authorizing City Manager to Sign Dedication for Reserve Strip-Oppek_3 4 2024

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2024-_____

AUTHORIZING THE CITY MANAGER TO SIGN DEDICATION FOR
RESERVE STRIP (MARION COUNTY TAX LOT 063W23DD02000)

WHEREAS, the City of Keizer acquired a reserve strip at the western terminus of
Oppek;

WHEREAS, the purpose of such reserve strip is to control access to the adjoining
property until such property received appropriate land use approval;

WHEREAS, appropriate land use approval has been received for the property
adjoining the reserve strip;

WHEREAS, it is no longer necessary to hold the reserve strip for controlling
access to the property;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City
Manager is authorized to sign a dedication of the property known as Tax Lot
063W23DD02000 and have it properly recorded.

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

PASSED this _____ day of _____, 2024.

SIGNED this _____ day of _____, 2024.

Mayor

City Recorder



MINUTES
KEIZER CITY COUNCIL
Monday, February 5, 2024
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER Mayor Clark called the meeting to order at 7:07 p.m.

ROLL CALL Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Shaney Starr, Council President
Soraida Cross, Councilor
Robert Husseman, Councilor
Kyle Juran, Councilor
Daniel Kohler, Councilor
Laura Reid, Councilor
Youth Councilor Grayton
Woodard

Staff:

Adam Brown, City Manager
Tim Wood, Assistant City Manager
Shane Witham, Planning Director
Joseph Lindsay, City Attorney
Shannon Johnson, City Attorney
Emeritus
Bill Lawyer, Public Works Director
Andrew Copeland, Police Chief
Machell DePina, Human Resources
Director
Melissa Bisset, City Recorder

FLAG SALUTE Mayor Clark led the pledge of allegiance.

**SPECIAL ORDERS
OF BUSINESS**

- a. **Black History Month Proclamation** Mayor Clark read the Proclamation recognizing February as Black History Month. She presented the proclamation to Ms. Thais Rodick, Chair of the Community Diversity Engagement Committee.
- b. **Marion Polk Food Share Presentation** Rick Gaupo, President and Chief Executive Officer (CEO) with Marion-Polk Food Share, presented the results of the Miracle of Lights event. The equivalent of 148,000 meals, and \$43,731.22 was raised. He thanked the Gubser Neighborhood, City Council, Mayor Clark, Council President Starr, City Staff, Adam Brown, Tim Wood, Jill Gust, Patti Tischer, John Moore, and Chelsea Straight for helping feed so many people and for an amazing event.

Council President Starr recognized Alli Coriana who brought the idea

forward about a different drop-off location, John Moore for using his property as the collection site, and Chelsea Straight who led the volunteer efforts at the tent. Ms. Starr thanked Mr. Gaupo and his team and all of their hours committed to the effort and the community.

COMMITTEE REPORTS

Matt Lawyer, Keizer Parks Advisory Board Chair, reported that the Board began looking at the Strategic Plan. He encouraged the Board to review the Plan by looking at the various elements and the direct nexus to the Keizer Parks Advisory Parks Board may have within the specific areas of the Strategic Plan and be ready to return to the next meeting to have a conversation. He also asked the Members to individually to complete the Strategic Plan survey on the City's website. He reported on the continued graffiti in the parks, and Parks Division Manager Robert Johnson is staying on top of the cleanup.

Mr. Lawyer shared that Claggett Creek Watershed Council and Rotary Club of Keizer would be hosting a Community Center clean-up event on March 16th.

Mr. Lawyer shared that he asked the Planning Commissioners to think about various goals in the Strategic Plan and bring back the goals that had a direct nexus with planning. The Planning Department and the Planning Commission had accomplished a lot of work over the last few years. Mr. Lawyer recognized the work of Planning Director Witham, City Attorney Emeritus Johnson, and Assistant Planner Horner.

PUBLIC COMMENTS

Ken Gierloff, Keizer resident and Board Chair of the Southeast Keizer Neighborhood Association, shared that they were looking to encourage safety in their Neighborhood in the Spring by providing children with a reward when they are found being safe by wearing their helmets.

PUBLIC HEARINGS

a. OLCC Application - Limited On-Premises Sales Liquor License - Quetzal's Nest - 4415 River Road N.

Mayor Clark opened the Public Hearing.

City Recorder Melissa Bisset summarized the Staff Report.

Carlos Chan Vasquez introduced himself as a co-owner of the business and indicated that they wanted to bring something different to Keizer.

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

Council President Starr moved that the Keizer City Council recommend approval of the application for a new outlet Limited On-Premises Liquor License for Quetzal's Nest under the guidelines established by ORS 471.175 and the Ordinances of the City of Keizer. Motion passed unanimously.

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

b. Appeal of Planning Commission Order - In the Matter of the Application of Michael and Susie Le for a Partition and Major Variance on Property Located at 527 Dearborn Avenue N, Keizer, Oregon (Case No. 2023-12)

Mayor Clark opened the Public Hearing.

City Attorney Lindsay stated that this is a Quasi-judicial Hearing and is an appeal from the Planning Commission Order, which actually approved the partition and major variance in the case as noted. There were a few criteria for a partition, which is in the Development Code, Section 3.107.07, and the review criteria for the major variance is Code 3.105.05, which are also in the packet. Planning Director Shane Witham included an explanation of how these were put together in the packet. Mr. Lindsay can read these particular review criteria and is looking for an objection to let the packet stand and move on without having to read all of the criteria. Mayor Clark asked if there was any objection to forgoing the reading of the criteria. There were no objections.

Mr. Lindsay stated that the Planning Director would share the criteria afterward. Basically, testimony arguments of evidence in this hearing must be directed toward the criteria that are in the Development Code or other criteria in the plan or land use regulations in which you believe would apply to this decision. So, it really is about the criteria and directing your arguments towards those things. Failure to raise an issue accompanied by statements or evidence sufficient to afford the City Council and parties an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals, otherwise known as LUBA, based on that issue and that's by State Statute.

For the Applicant, failure of the Applicant to raise constitutional or other issues relating to proposed conditions of approval with sufficient specificity to allow the local government or its designee to respond to the issue precludes for an action in Circuit Court and is also by an Oregon State Statute, so that person would have to come up specifically and challenge the approval conditions if they wanted to not have their issue precluded in Circuit Court.

For the Council, Mr. Lindsay stated that he needs to know if there are any conflicts of interests, bias, or ex-parte' contacts.

Mayor Clark stated for the record that she does not know the property owner, but she does know the renters there, and this is in her neighborhood. So, she knows the renters in the front property socially. She has walked by that property every single day, seen the notices, and is aware of the work that has been undertaken. Mr. Lindsay asked Mayor Clark if this relationship or understanding led her to believe that she can't be fair and objective in the hearing today. Mayor Clark stated that her intention is to be clear and objective. She has read the materials from that point of view but wants to make sure that the Applicant and Appellant were aware in case they had a concern. Mr. Lindsay asked if there were any questions on that information. Mr. Lindsay stated that there are a couple of packets; one is the actual

Planning portion of the packet, which is the record from below and the evidence of the case.

Mr. Wendell Weckert, Appellant, sat at the testimony table.

Mayor Clark spoke to Mr. Michael Le, Applicant, over the speaker phone, stating that she knows his renter because his property is in her neighborhood and there was a discussion about that and asked if that brings him up to speed.

Mr. Lindsay spoke to Mr. Le wanting him to hear subsequently that they are starting this Quasi-judicial Hearing and there are certain rights, but there's also certain ways he could be precluded from pursuing those rights under Oregon law. Mr. Lindsay stated, what you would want to know is that I had read this earlier to the whole gallery, but you weren't here. So, for your benefit, I'm going to tell you that if you fail as an Applicant to raise any constitutional or other issues relating to proposed conditions of approval with sufficient specificity to allow the local government Keizer or its designee to respond to the issues, you could be precluded from taking up an action in Circuit Court for damages. I just wanted you to hear that. I believe, because you've been through an earlier, lower position, you've actually heard that right before, but I just wanted to be extra safe and on the record with that.

Mr. Lindsay stated that the other mention that he was trying to help us be efficient that will take a second is just to notice that there are pieces of evidence on the dais, and I would assume and I would ask for objection that even though this is a de Novo Hearing, you guys are entering all of that evidence into the record officially as well so that it will go with the record if this case were to go anywhere else. Mayor Clark stated it has been noted for the record.

Mr. Lindsay asked Mr. Weckert what question he had for the potential bias or ex parte' contact. Mr. Weckert said that it wasn't the topic he was curious about and it was when Mr. Lindsay read the list of items that we had to announce in order to retain our right to pursue this at the LUBA level. Mr. Lindsay asked if he was referring to the review criteria. Mr. Weckert stated that he just brought the same packets as you have and didn't bring his stack of Google searches and Quasi-judicial strategy and explanation of what processes are. Mr. Weckert stated that he doesn't have the appeal letter that he filled out two months ago. Mr. Lindsay let him know that that is actually what he just made sure with Mayor Clark. That letter is made part of the packet. I talked with you about that and it is actually in the record. All of that is actually being considered by this body throughout this hearing if that helps. Mr. Lindsay told Mr. Weckert that he didn't have to bring the letter and that it's in the record.

Mr. Weckert asked if he has to repeat it or is it just part of the history. Mr.

Lindsay state that all of the comments and correspondence that Mr. Weckert sent in throughout this whole process are now part of the record so that you don't have to say those things again, but Mr. Weckert could if he wanted to hammer them home. Mr. Weckert said, no, no and that he expected to be here for about two minutes and Mr. Lindsay would say thank you and good night but okay. Mr. Lindsay asked if Mr. Weckert had any questions for the Mayor about whether or not she can [Mr. Weckert spoke over Mr. Lindsay]. Mr. Weckert said oh, absolutely not and he was sure she was able to negotiate the Quasi-judicial ground rules and interesting system, and he likes it and from this point and is just on the wrong end of it.

Mr. Lindsay stated fair enough and asked if no other people have questions about what the Mayor said about either ex parte' contact in this case or any sort of bias from friendship and if you have it now, you would have to bring it up. Mr. Weckert stated that he's jealous that if she was in the neighborhood, why she didn't she stop at his house too and told the Mayor that she was invited.

Mayor Clark thanked the Appellant and asked if there were any other council members that needed to declare an ex parte' or other contact. Mr. Lindsay stated for the participants that we just want to make sure that prior to the close of the hearing, you need to state any objections to bias, conflicts of interest, ex parte' contacts or jurisdiction of this Council to hear this matter or opportunity to be heard. So, this is kind of a catchall to make sure that during the hearing is the time to have any of your complaints heard and that's what the process exists for. So, speak up and just don't sit on your hands and think there will be another moment for you because that's what a hearing is for.

Mr. Lindsay stated that he wants to go over the times because the times are actually in the Councils Rules and Procedures that the Council has and in particular, there's a staff summary for the hearing. So, you will hear that from the planning director and then what happens is that you'll have the Applicant's case and that's limited to 20 minutes total. So, the Applicant has a chance because it's their burden and then the Appellant has five minutes to speak in total.

Mr. Lindsay said, then, any person who is in favor has five minutes, any person who is opposed has five minutes, and then there's sometimes a catchall of other because some people are not necessarily for or against, but they really want to be heard on the matter so there's also five minutes for those folks. Because the burden is on the Applicant, there is a rebuttal for that person, so after hearing all those other folks, the rebuttal period is 10 minutes.

Mayor Clark stated that it's time for the Staff Report from Mr. Witham.

Planning Director Shane Witham reviewed the Staff Report on the appeal of a partition and major variance decision that was granted in November. He provided a high-level look and invited questions. When looking at the property at 527 Dearborn Avenue North, the Applicant wished to divide the property into two pieces of approximately 7,000 and 6,600 square feet with a new signal family home and an existing accessory dwelling unit (ADU) served by a private access easement. The current lot is approximately 16,000 feet. There are required frontage improvements needed along Dearborn. A major variance, from the required setback from the edge of the access easement to the existing home, was requested on the application. Normally the City measures setbacks from property lines; however, in the Keizer Development Code, there's a requirement that says that if you have a structure (home) that it needs to be at least five-feet away from the edge of an access easement.

Mr. Witham stated that there is already a driveway along side of this home that goes back to the ADU, but the fact that they are going to divide the property into two, it has to be an actual legal means of access by meeting the access standards. An access easement standard is a 25-foot width, and the house is located approximately 22 feet from the property line. So, in conjunction with the partition application, the Applicant requested a major variance to allow that setback to reduce from the required five feet down to two feet, which is part of the application and decision. The staff decision produced in November included a whole lot of criteria and conditions that the City is placing on the application, which was ultimately approved with conditions. The decision was appealed and went to the Planning Commission in November, and the Planning Commission upheld the staff decision in its entirety.

Mr. Witham stated that the matter was appealed again and now it's here before the Council for consideration of the review criteria to determine if something needs to be different than what the Planning Commission determined. There was quite a bit of testimony at the Planning Commission meeting that sounds like there may be some ill-will amongst property owners with some problems there but unfortunately not something that can be addressed through actual review criteria. Mr. Wendell Weckert did submit the appeal form in the packet by pointing out the errors, omissions, or problems as he saw in the Staff Report that Mr. Witham wrote. Mr. Witham walked through each of them and addressed them to the best of his ability. A couple of them had references to Development Code provisions, and he addressed those accordingly and referenced the relevant sections of the Code. Unfortunately, several items that were identified as grounds for appeal were not relevant review criteria or part of the Development Code so he was not able to address them.

Mayor Clark asked the Council for questions. Councilor Hussemen asked if City staff was out to this particular site for any purpose and if that's

something pertinent here as Mr. Witham sees fit. Mr. Witham stated that he did drive by the site upon receiving the land use application to visually understand the lay of the land before he wrote the staff decision. He had been by the site a couple different times.

Mayor Clark asked about the parking minimums that the City Council is working on at this time. Mr. Witham confirmed that parking is on page 27 of the Council packet. The City can't require minimums for parking because it's a frequent transit of 15 minutes.

Michael Le, Applicant, stated that he appreciated the opportunity to speak. He stated that he wouldn't repeat himself from the November Planning Commission hearing because there's a video for that. The bottom line upfront for the Council is that he's following all of the City of Keizer's guidelines in his request to partition the property at 527 Dearborn Avenue. He understands Mr. Weckert's position and sentiments about Redwood trees in his backyard. He expressed his plans in the previous hearing. He stated that the trees are majestic and he had traveled through the Redwoods National Park in California a few times and witnessed these majestic trees in the wild. However, when he sees that Redwoods in Mr. Weckert's yard, they are not in the same environment, they do not look the same, and they do not look as healthy as thoughts in the wild. In fact, upon Googling Redwoods in urban areas, there are many types and they do not grow as healthy as thoughts in the wild. The trees in Mr. Weckert's backyard are 10 feet apart and the canopies are not evenly grown. A couple of the trees lost their tops from the previous storm.

Mr. Le consulted an arborist last September who told him that those trees would eventually die and fall. He saw in the news about trees that fell on a Portland home from the last storm, and he fears for the safety of his tenants and neighbors. In summary, he'd like to share that in Hawaii, they share the same respect for natives. The Hawaiin have a phrase to take care of the land. Mr. Weckert's Redwoods do not belong in natural habitat. He probably didn't plant those trees in his yard many years ago and no one would foresee the risk that we are facing today, and he believes that Mr. Weckert does bear the responsibility for the safety of his neighbors.

Mr. Lindsay stated that the Council could ask questions of the Applicant, and it wouldn't necessarily be counted against his time and that he only used six minutes.

Mayor Clark stated that the criteria listed under the eight items in the packets for consideration and wanted to find the trees mentioned in item six and asked Mr. Lindsay where this part of the conversation comes in that's relevant to the variance that is being considered. Mr. Lindsay stated that in terms of the review criteria, it is really rellevant. Although, the trees are part of the long access easement, and the trees have to be planted when actually

developing are part of this. These particular trees that exist are not part of the major variance or partition that's being sought. It could come around at a later time with permitting, but right now the discussion doesn't actually include trees. Mayor Clark stated that knowing Mr. Weckert's property is to the West and the easement that's talked about is on the East side of the property and that's where she was a little confused with what's being talked about relative to the variance.

Mr. Witham stated that there is written information at the dais that includes two other written documentations, one from Mr. Le and one from Mr. Weckert. There was a lot of discussion between them about the trees on the property line between them, who was responsible for maintaining them, and if development of the site would damage those trees. So, that's probably where that's coming from or where their relevance is. He stated that Mr. Lindsay is correct in that within the review criteria that's specific to trees is found in the site and landscaping section of the Keizer Development Code, Section 2.309, at if there are significant trees located on the subject property that are proposed to be removed, that those are to be identified and get replanted as to one ratio. So, in this case, Mr. Le has indicated that there's no intention to remove any trees on this site to allow for the development.

Mr. Weckert, Appellant, has no intention of going into those areas as they would burn up his time. He stated that about six persons received an invitation to comment on the topic of what Mr. Le is going to do. He said that they took the City up on this and got themselves into a pickle. They didn't bargain or want this kind of conflict; it's costly, time-consuming, and upset their lives for six months. We just want it to end and don't want it end with the loss of the property quality of the homes. Mr. Weckert stated that Mr. Le's project has turned one of the homes into a corner lot on his side and that he has been after those trees from the time he moved in and has found every excuse he can to cut them, kill them, or do to whatever.

Mr. Weckert stated that Mr. Le has butchered his own landscaping and wants to butcher Mr. Weckert's. He doesn't like this and is trying to stop him, and he's looking for the weak point. He thought he found one last night on page two. There's a paragraph at the bottom in which he thought that last word on that paragraph would force the permits or approvals that he has gotten to be cancelled. In discussion over a phone call this morning with Mr. Witham, he stated that it was not going to work.

Mr. Weckert went to another alternative that he thought would have killed his proposal and was on the variance setbacks. Again, it was the second weakest link in his chain. He said that he's going to take up the rest of his time with the Planning Commission appeal process. He told them that he wanted it to move forward, and he understood their role and Mr. Witham's role. He stated that we don't have the authority to override criteria. His intention was to come here today and beg, although it cannot be applied to

our case because once you decide to change criteria, it only applies to cases going forward.

Mr. Weckert stated that the Quasi-Judicial process is ingenious. The criteria, however, is very brief and a short-list of what can be used to be challenged. At least, it seems that way to him because he couldn't find the criteria that he could use in this case. This is on Page two, and the bottom word was the most likely criteria he could find where one of the corner lot neighbors is losing part of their backyard, they didn't bargain for this as they were just minding their own business.

Mr. Weckert stated that there's something wrong in the process and there's something in there that does not give us the ability to defend our property. If the employee has to do the process, you are the stockholders. If you order some sort of modification in this system and process or if you see a way to do it without going to LUBA, he'd appreciate that because LUBA gets expensive. He thinks that all of us feel that we're in the right and that we have the prerogative to fend-off what amounts to an attack.

Mayor Clark asked Mr. Weckert for clarification in that he stated the property in question is a corner property. Mr. Weckert stated that all these properties are on a string of lots and that we don't get a corner property until all the way out into the East and West but with this lot that has been modified, from the back to the front, there is a driveway, which is a gravel road and he thinks the City required it to be paved and it has never been paved and is the wrong style of rock. The rocks are like golf balls; it's not crushed rock. He stated that it's basically a road on the side of a neighbor's property that puts cars and people there. He said that it's like the neighbor is on a corner lot and that's what he meant to infer.

Mayor Clark reflected back that the characterization of this being a corner lot in the layout you are seeing for this proposal, that in Mr. Weckert's estimation, it functions as a corner lot. Mr. Weckert stated that it's actually there now and has been for a year. He stated that the gravel is very noisy.

Mayor Clark asked for clarification on the requirement for putting in the ADU. Mr. Witham stated that there was an existing outbuilding on the property, there was a gravel driveway there for probably 15 to 20 years ago, but when they converted the existing outbuilding to an ADU about a couple of years ago, there wasn't a requirement to pave a driveway because the City can't require parking for ADU's. So, it was there, and he thinks the applicant did bring in more rock and make it better.

Mr. Witham stated that in this proposal, the Applicant requested to partition the property so there is a requirement as a condition of approval that the City placed for that the access easement would be required to be paved and built to a durable, hard surface to meet the Public Works Standards with a

minimum paved width for fire department turnaround and no parking signs. This would be done at the time of platting or prior to the actual development of the property. There wasn't a requirement that the City made them pave anything with the ADU because the City has no requirement to do that.

Mr. Witham explained that in this case, because this is a lot behind an existing lot, they have to provide a legal means of access, which then triggers that if they are going to build an access, it has to meet the City's standards.

Mayor Clark stated that Mr. Wekert quoted that a neighbor "was losing their backyard" and asked Mr. Witham if there is a lot line adjustment here regarding the neighbor. Mr. Witham stated that he wasn't sure. Mayor Clark asked Mr. Weckert for clarification. Mr. Weckert stated that this neighbor has a beautiful backyard and is losing that sense of security and safety. Mr. Weckert stated that this neighbor is being assaulted on her own property with the noise and invasion of privacy. He said that he hates to use words that are too graphic or something, but he feels so sorry for the woman and it's not right with the effort that she has put into that place to suddenly have it changed in its nature. He said that we didn't bargain for this, we didn't buy and sell that lot, and we didn't have anything to say about it. He said that he made an offer on it and the former owner's husband made an offer on it, but there's something going on with the dynamics of the social group. He doesn't know, he's not a part of their family, and things just don't fit. It's a strange situation and they thought they had gotten rid of that, but now they are getting additional social problems.

Mayor Clark stated that in order to keep the decision within the parameters, she wants to keep this within the goal posts. She understands the goal post to be the addition of another house would not change the property line between the two properties. Mr. Weckert stated that the property line where the surveyors have it is incorrect, so the ADU is not properly located. He stated that if his neighbor puts in a fence, her fence would be six inches off, so Mr. Le would gain six inches of her property and stated that these types of mistakes are grandfathered in.

Mayor Clark confirmed with Mr. Witham that moving forward, it would be a requirement to use a new survey. Mr. Witham confirmed that the property has to be surveyed and platted per an Oregon Revised Statute. The Development Code allows for the conversion of an existing outbuilding to an ADU regardless of the setbacks. Mr. Weckert is correct if that was a brand new ADU, it's too close to the property line. If it was further away from the property line, there could have been a partitioning, and it would be good to go; but in this case, it's an ADU so it can continue to be an ADU. The survey work don't change that factor for the existing ADU, but it will lock-down the property line between the neighbors to the East, West and North.

Mayor Clark asked if there was anyone who would like to speak in favor. There was none.

Mayor Clark asked if there was anyone who would like to speak in opposition. There was none.

Mayor Clark asked if there was anyone who would like to speak that was neither for or against. There was none.

Mr. Le, Applicant, clarified that he was not killing Mr. Weckert's trees. He stated that he had always been respectful of his property and the neighbor. He stated that he had talked to his tenants about the noise. He stated that the things are not worthy of the Council's time and had no relevancy to the application or the criteria involved. The acquisitions that Mr. Weckert said earlier are totally not true.

Mr. Lindsay stated that this is a time for the Council to ask questions of anyone who has testified.

Councilor Kohler asked Mr. Witham about the application to do the adjustment of the property lines and if there is anything there in which Mr. Le and his property is not compliant with current code or the requirements of the City. Mr. Witham explained that as far as the application was made to divide the land and the Staff Report and criteria that we walked through, the Applicant did demonstrate how they would meet each of the City's standards in the Code.

Mr. Witham stated that in certain cases, there are things that are a condition upon approval. So, even though the two lots are going to be large enough, the City wouldn't know the exact size until they are surveyed out. The condition is that the property has to be surveyed and has to meet the minimum lot size and dimensional requirements with the exception that they are not going to have 5-feet from the edge of the 20-foot access easement to the existing home. So, Mr. Le would have to tear off a portion of that house to make that work and meet a five-foot setback, which is why Mr. Le requested a variance, and staff recommends approval of that variance. Mr. Witham confirmed with Councilor Kohler that the five-foot variance was approved by the Fire Department and the City.

Council President Starr confirmed with Mr. Witham that it's one lot right now, one single-family residence, an ADU in the back; and they wanted to divide it into two lots, so the front lot would have the current house and the back lot is proposed to have one house only and keep the ADU.

Mayor Clark closed the Public Hearing.

Council President Starr moved that the Keizer City Council direct staff to

prepare an Order approving the Application of Michael and Susie Le for a Partition and Major Variance on Property Located at 527 Dearborn Avenue N, Keizer, Oregon (Case No. 2023-12). Councilor Reid seconded. Motion Passed Unanimously.

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Mayor Clark recessed the City Council Meeting.

ADMINISTRATIVE ACTION

a. RESOLUTION - Council Determination Regarding Adoption of Personnel Policies

Mayor Clark reconvened the City Council at 8:52 p.m.

Human Resources Director Machell DePina summarized the Staff Report. The Personnel Policy Committee (PPC) determined that certain policies should be approved by the City Council and those which should not require approval beyond the City Manager. Examples of those to be approved by City Council include any policies with discretionary fiscal impact and any policies that also apply to the City Council. Examples of those to be approved by the City Manager include any policies that are operational or specific to personnel as well as policies that are required due to changes in state or federal law.

Ms. DePina explained that the process would be that the Executive Leadership Team would meet to discuss any changes and would involve the Collective Bargaining Units and Staff.

There was a question about changes to the policy and how Council would be notified. Mr. Brown explained that he would share the information with the Council.

It was noted that PPC meetings are open to the public, noticed, and information about the PPC is located on the City's website.

There was a comment that the Personnel Policy Manual is found on the City's website.

Council President Starr moved to adopt a Resolution R2024 Council Determination Regarding Adoption of Personnel Policies. Councilor Reid seconded. Motion passed unanimously as follows.

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

b. Non-Represented Employee Salary Survey, City-wide Internal Pay Equity Review and Additional Pay Adjustment for all Non-Represented Employees

Human Resources Director Machell DePina reviewed the Staff Report. Discussion followed regarding the cost of not implementing the salary survey back to 2022. Mr. Wood explained the cost would be approximately \$72,000 if it wasn't retroactive back to 2022 and instead being retroactive to the current fiscal year. Ms. DePina clarified that the recommended salary survey changes were not mandated by legislation and that the Executive Leadership Team supported them. This support was primarily based upon the fact that it wasn't the fault of the employees that the salary survey had been delayed.

Councilor Cross suggested meeting in the middle as there would be tough conversations. Councilor Kohler felt that something didn't feel right about the Executive Leadership Team suggesting that everyone receive a raise.

Mayor Clark noted that Ms. DePina did a good job summarizing the three to four years of equity work and our policy of making sure that our non-represented employees are treated with the same consideration for their skill set and appropriate pay level, along with the pay equity that happened in 2022; that this is the time right now to make it right for the non-represented employees. The represented employees had a team working for them, so she is in favor of moving forward with this recommendation, understanding that this provides the same benefit to the non-represented employees.

Councilor Reid noted that this was planned, budgeted, and was already covered in the budget, along with a planned supplemental budget.

Council President Starr moved that the City Council direct staff to prepare a resolution to accept the Non-Represented Employee Salary Survey, City-Wide Internal Pay Equity Review recommendations and the additional Pay Adjustment for all Non-Represented Employees for adoption at the February 20, 2024, City Council meeting. In addition, prepare a Supplemental Budget Adjustment Resolution to transfer from contingency to personnel services to provide appropriations for the Non-Represented Employee Salary Survey, City-Wide Internal Pay Equity Review recommendation and the Additional Pay Adjustment for Non-Represented Employees. Councilor Reid seconded. Motion passed as follows.

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

NAYS: Cross (1)

ABSTENTIONS: None (0)

ABSENT: None (0)

c. RESOLUTION - Amending City of Keizer City Council Rules of Procedure (Amending Resolution R2022-

City Recorder Melissa Bisset summarized the Staff Report.

Councilor Starr moved that the Keizer City Council approve Resolution R2024 Amending City of Keizer City Council Rules of Procedure (Amending Resolution R2022-3269). Councilor Reid seconded. Motion passed unanimously as follows:

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

3269)

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

**d. RESOLUTION -
Authorizing
Keizer Heritage
Foundation to
Exhibit Thomas
Dove Keizer on a
Morgan Horse
Maquette**

City Manager Adam Brown summarized the Staff Report.

Mayor Clark noted that the Keizer Heritage Foundation was creating an exhibit around the City Founder and include the maquette.

Council President Starr moved that the Keizer City Council approve Resolution R2024 Authorizing Keizer Heritage Foundation to Exhibit Thomas Dove Keizer on a Morgan Horse Maquette. Councilor Reid seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**e. Discussion on
whether all future
fees for service
created by the
Keizer City
Council that do
not currently exist
and are not
directly related to
a Keizer utility
would require a
public vote, by
ballot, by the
citizens of Keizer.
(Requested by
Councilor Kohler,
Councilor Cross,
and Councilor
Juran.)**

Councilor Kohler provided background on two fees that were established in 2018 to add funding to the Police Department and the Parks Division of Public Works. He noted that the intent of the Councilors making the proposal was that the current parks and police fees should remain in place. He stated that they wished that all future fees for service created by the Keizer City Council were not mandated as explained in the letter in the City Council Packet.

Mayor Clark asked if the Council would be willing to have a Work Session to discuss the topic more fully and hear new ideas.

Councilor Husseman asked how much time would be needed to gather public input and participation. Mayor Clark stated that this would be through Work Sessions.

Councilor Kohler stated that a number of people had approached him, and he felt that the topic needed to be thoroughly discussed. He felt that the proposed work session should happen as soon as possible.

Council President Starr moved the Keizer City Council refer this fee issue to a future Work Session. Councilor Reid seconded. Motion passed as follows:

AYES: Clark, Reid, Kohler, and Starr (4)

NAYS: Cross, Juran and Husseman (3)

ABSTENTIONS: None (0)

ABSENT: None (0)

**f. RESOLUTION -
Authorizing the
City Manager to
Sign the Sale**

Public Works Director Bill Lawyer summarized the Staff Report.

Council President Starr moved that the Keizer City Council approve Resolution R2024 Authorizing the City Manager to Sign the Sale Agreement

Agreement and Receipt for Earnest Money with Verda Crossing LLC for Purchase of a Portion of Property Adjacent to Claggett Creek

and Receipt for Earnest Money with Verda Crossing LLC for Purchase of a Portion of Property Adjacent to Claggett Creek. Councilor Reid seconded. Motion passed unanimously as follows:
AYES: Clark, Reid, Starr, Cross, Husseman, Kohler, and Juran (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

CONSENT CALENDAR

Council President Starr moved for the approval of the Consent Calendar. Councilor Reid seconded. Motion passed unanimously as follows:
AYES: Clark, Reid, Starr, Cross, Husseman, Kohler, and Juran (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

- a. **Approval of January 2, 2024 Regular Session Minutes.**
- b. **Approval of January 8, 2024 Work Session Minutes.**
- c. **Approval of the January 15, 2024 Emergency Meeting Minutes.**
- d. **Approval of the January 18, 2024 City Council and Traffic Safety, Bikeways, and Pedestrian Committee Work Session Minutes.**
- e. **Approval of the January 22, 2024 Work Session Minutes.**

OTHER BUSINESS

There was no additional business to discuss.

STAFF UPDATES

City Manager Brown stated that the online utility bill pay was now a one-click button on the front page of the website. Assistant City Manager Wood is looking forward to seeing everyone at the Long Range Planning Task Force meeting.

City Attorney Lindsay reported that City Attorney Emeritus Johnson was downloading a lot of Keizer information for him, and Mr. Lindsay was very happy to be here.

City Attorney Emeritus Johnson commented on working with Mr. Lindsay for about two weeks, and thanked him for handling three very rare cases and all of his hard work.

COUNCIL MEMBER REPORTS

Councilor Cross reviewed the events that she had recently attended.

Council President Starr reminded the community that at the next meeting on February 20th, Koda, the emotional support dog for the Police Department, would be taking her Oath of Office. She shared the recent events that she had attended and noted some upcoming event highlights.

Councilor Kohler reviewed the events that he had attended and noted some upcoming events.

Councilor Husseman noted the upcoming Traffic Safety, Bikeways, and Pedestrian Committee meeting would be February 15th at 6 p.m.

Councilor Reid shared recent events that she had attended. Keizer Home Theatre would be opening soon. The Special Olympics of Oregon had its Polar Plunge last weekend and was still looking for donations, which could be made at www.plungeoregon.org. She highlighted the work of Housing and Urban Development (HUD), Salem Housing Authority, and Mid-Willamette Valley Community Action Agency by considering the whole person with people-oriented solutions rather than just providing shelter. According to the American Red Cross, there was a huge blood shortage, so she encouraged everyone to give blood.

Youth Councilor Woodard shared the activities of McNary High School. The girls wrestling team had done really well. He stated that he had reached out to the high school about recruiting some youth liaisons, and there was already interest. Upcoming would be the McNary Orchestra on February 29th.

Mayor Clark commented on the Excellence in Education, Merchants of the Year, and Presidents awards, and the First Citizen winners. She noted that based upon prior approval for being a participant of the study of a bill, Senate Bill 1572 on the extension of the Westside Express Service (WES) Commuter Rail, she would be testifying in favor of the bill. It did not commit the City to anything, except for being a participant in the conversation. Mayor Clark shared the events that she had attended and would be attending soon.

AGENDA INPUT

Monday, February 12, 2024 - 6:00 p.m.
Long Range Planning Task Force

Tuesday, February 20, 2024 - 7:00 p.m.
City Council Regular Session

Monday, February 26, 2024 - 6:00 p.m.
Long Range Planning Task Force

Monday, March 4, 2024 - 7:00 p.m.
City Council Regular Session

Monday March 11, 2024 - 6:00 p.m.
Joint City Council and Community Diversity Engagement Committee Meeting

ADJOURNMENT Mayor Clark adjourned the meeting at 10:18 p.m.

MAYOR:

APPROVED:

Cathy Clark

Dawn Wilson, Deputy City Recorder

Minutes approved: _____

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”