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To provide oral comments via electronic means, please contact the City Recorder's Office no later than 2:00 p.m. on the day of the meeting. Most regular City Council meetings are streamed live through www.KeizerTV.com and cable-cast on Comcast Channel 23 within the Keizer City limits.

AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION

Monday, October 20, 2025

6:00 PM

Robert L. Simon Council Chambers
930 Chemawa Road NE
Keizer, Oregon

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **FLAG SALUTE**
4. **SPECIAL ORDERS OF BUSINESS**
 - a. **PROCLAMATION**: Domestic Violence Prevention Month
 - b. **Announcement of the 2025 Keizer Public Arts Commission Holiday Card Contest Winner - Kaitlin McDaid**
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. **CONSENT CALENDAR**
 - a. **Approval of October 6, 2025 Regular Session Minutes**
 - b. **RESOLUTION - Authorizing the City Manager to Enter Into a Contract with West Coast CIPP Supply LLC for Storm Drain Rehabilitation (Candlewood Drive NE)**
8. **PUBLIC HEARINGS**
9. **ADMINISTRATIVE ACTION**
 - a. **RESOLUTION - Amending the Traffic Safety/Bikeways/Pedestrian Committee; Amending Resolution No. R2012-2256; Repealing Resolution R2025-3553**
 - b. **Discussion regarding 20 mph speed limit**

- c. **RESOLUTION** - Appointing Municipal Court Judge Pro Tem
- d. Discussion regarding deeming it important that Councilor Parsons appear electronically and be considered "in attendance" for the November 3, 2025 City Council Meeting (Council Rules of Procedure Section 3.10 - Attendance Duty)

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, October 27, 2025 - 6:00 p.m.

City Council Work Session - Sidewalk Gap and Repair

Monday, November 3, 2025 - 6:00 p.m.

City Council Regular Session

Monday, November 10, 2025 - 6:00 p.m.

Long Range Planning Task Force

Monday, November 17, 2025 - 6:00 p.m.

City Council Regular Session

14. **ADJOURNMENT**

City of Keizer Mission Statement

Keep City Government Costs And Services To A Minimum By Providing City Services To The Community In A Coordinated, Efficient, And Least Cost Fashion

"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."



Proclamation

WHEREAS, the people of Keizer believe that all people shall be treated with dignity and respect; and

WHEREAS, domestic violence and abuse have no place in our community; and

WHEREAS, active community support for domestic violence awareness and prevention and victim support services saves lives and creates places and a culture of safety and hope for survivors; and

WHEREAS, Marion County, through the District Attorney's office, Sheriff's office, Public Health Department, and the Domestic Violence Council, provides significant resources for prosecution, prevention education, and victim support services; and

WHEREAS, our commitment to domestic violence awareness and prevention includes Keizer Police Department training and regional law enforcement coordination, and extends to community support for and volunteerism with partners such as Safety Compass, Center for Hope and Safety, and Liberty House Children's Advocacy Center; and

WHEREAS, we know we each can make a difference by speaking up, raising awareness, reaching out to help victims and survivors, and taking action to prevent domestic violence.

NOW, THEREFORE, the Keizer City Council assembled here in Regular Session, does hereby proclaim the month of October 2025 as

DOMESTIC VIOLENCE AWARENESS MONTH

And further commit ourselves to take action to end domestic violence in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer to be herein affixed this 20th day of October 2025.

MAYOR CATHY CLARK
City of Keizer, Oregon



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: Keizer Public Arts Commission Holiday Card Contest

Proposed Motion

N/A

I. Summary

The Keizer Public Arts Commission hosts an annual Holiday Card Competition. The Keizer Public Arts Commission selects one piece of artwork to be reproduced as the City of Keizer's Holiday Greeting Card. The winner also receives a \$100 gift card to Michaels® Arts & Crafts. This year's winner is Kaitlin McDaid. Her winning artwork is attached to this Staff Report.

II. Background

- A. In 2015, the Keizer Public Arts Commission adopted a Resolution supporting a Keizer Public Arts Commission Holiday Card Contest. Each year, the Keizer Public Arts Commission invites artists of all ages to submit artwork that expresses the holiday season in Keizer. The Keizer Public Arts Commission selects one piece of artwork to be reproduced as the City of Keizer's Holiday Greeting Card.

III. Current Situation

- A. N/A

IV. Analysis

- A. **Strategic Impact** - N/A

- B. **Financial** -
N/A

- C. **Timing** - N/A

D. Policy/Legal - N/A

V. Alternatives

A. N/A

VI. Recommendation

N/A

Attachments

1. ATT_Holiday Card Contest Art by Kaitlin McDaid

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MINUTES
KEIZER CITY COUNCIL
Monday, October 6, 2025
Robert L. Simon Council Chambers
930 Chemawa Road NE
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 6:00 p.m.

ROLL CALL

Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Shaney Starr, Council President
Kyle Juran, Councilor
Daniel Kohler, Councilor
Marlene Parsons, Councilor
Felicia Guptill, Youth Councilor

Absent:

Lore Christopher, Councilor
Soraida Cross, Council Vice
President

Staff:

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

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

a. PROCLAMATION: Indigenous Peoples' Day

Robin Barney, Chair of the Community Diversity Engagement Committee introduced Gerald (Gerry) Ben. Mr. Ben, Member of the Confederated Tribes of Siletz Indians and Board of Directors at Chemawa Indian School, shared about the history of the Confederated Tribes of Siletz Indians in the Keizer area.

Mayor Clark read the Proclamation recognizing Indigenous Peoples Day and presented the proclamation to Mr. Ben.

b. Introduction of Community Service Officer - Danielle Breitbach

Police Chief Andrew Copeland introduced the new Community Service Officer, Danielle Breitbach, and shared her background.

c. Introduction of Officer Erik Barker, Officer David Bevens, and Officer Josiah Gillette - Badge Pinning Ceremony

Police Chief Andrew Copeland shared the background of new Officers Erik Barker, David Bevens, and Josiah Gillette.

COMMITTEE REPORTS

Jeremy Grenz, Planning Commission, provided an update on the new commissioners.

PUBLIC COMMENTS

Public testimonies were provided under item 9b.

CONSENT CALENDAR

Council President Starr moved that the Keizer City Council approve the Consent Calendar.

Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Starr, Kohler, Juran, and Parsons (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Christopher and Cross (2)

a. Approval of September 8, 2025 City Council & Parks & Recreation Advisory Board Joint Work Session

b. Approval of September 15, 2025 Regular Session Minutes

PUBLIC HEARINGS

a. RESOLUTION — Supplemental Budget — General Fund Police Operations — Insurance Proceeds

Mayor Clark opened the Public Hearing.

Assistant City Manager Wood summarized the staff report.

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

Council President Starr moved to adopt Resolution R2025- Authorization for Supplemental Budget - General Fund Police Operations - Insurance Proceeds. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Starr, Kohler, Juran, and Parsons (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Christopher and Cross (2)

ADMINISTRATIVE ACTION

a. **ORDINANCE - Establishing a Franchise Agreement with Ezee Fiber for the Provision of Telecommunications Services Within the City of Keizer**

City Manager Brown explained that this was the first of a couple franchise agreements that would be coming before the Council. City Attorney Joseph Lindsay summarized the staff report.

There was a question about what steps would be taken to ensure that there would not be similar issues as there recently had been. Concern was expressed about damage being caused to sidewalks and other areas in the community.

Mr. Lindsay explained that in the permitting process there would be conversations up front about professionalism, repair, responsiveness, and communication. Staff was being more vigilant and more explicit in the permitting process. Mr. Brown added that a plan and point of contact was being required up front.

Austin Christoffersen, Director of Government Affairs for the Northwest, Ezee Fiber, shared that they actively invest in the communities they serve by sponsoring five to seven events each week. As the fifth-largest internet provider, they have greater flexibility than most companies in the industry. Additionally, he assured that any damages would be repaired to the same condition—or better—than before.

Council President Starr moved to adopt an Ordinance No. 2025- Establishing a Franchise Agreement with Ezee Fiber for the Provision of Telecommunications Services Within the City of Keizer. Councilor Kohler seconded. Motion passed unanimously as follows upon first reading:

AYES: Clark, Starr, Kohler, Juran, and Parsons (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Christopher and Cross (2)

b. **Letter of Intent to Award Keizer Little League Management**

City Manager Adam Brown summarized the staff report.

Jason Clement, Founder, CEO, The Sports Facilities Companies, shared that they would be giving an abbreviated version of the presentation to the committee.

Billy Hillard, Vice President for the West Coast, shared that he speaks to Cities with similar situations to Keizer with assets to support the community.

Mike Higgins, who was known in the area and familiar with the Keizer area, shared that he was a proponent for the company in the area.

Mr. Clement reviewed the mission and the numbers of complexes, venues, and turf fields that The Sports Facilities manages. He explained the goals and vision for Keizer Little League Park and how they would achieve the operational goals. He reviewed the focus for the first 30 days and days 31-90. He then provided examples of budgets for procurement and savings and their structure, highlighting their corporate resources. He noted that there were great tournament providers in this area already with existing contracts, and they want to honor them first.

Mr. Clement explained that they had the strategic goal of moving into the west and felt that it was a way to serve more and serve better, and there was a regional opportunity.

Councilor Juran expressed that his biggest concern was how it would effect the children and how much control would be lost by the groups that were using it. Mr. Clement responded that the City would maintain control through the contract. He shared that they do not have a conflict of interest and that they would be able to bring solutions to the table. Mr. Hillard explained that there would be a significant amount of regular communication.

Councilor Juran asked about how to keep the costs down for local teams. Mr. Hillard explained that they do so regularly. Mayor Clark commented that the Council approves the fees, but it has to be fiscally responsible so the Council was looking at performance on how it would work to pay for what was necessary to keep that facility operating optimally for the local users.

Council President Starr asked for examples of when they have collaboration with stakeholders. Mr. Clement shared an example from Hoover, Alabama, where they had 73 percent of hours was for local usage that was free and reduced.

Mayor Clark commented on the community concerns about limited capacity. Mr. Clement commented on the opportunities lights, turf fields, upgrading concession stands, and that they have existing marketing partnerships.

Councilor Kohler asked what the plan was to work with the local community. Mr. Clement shared how they would work with the community.

Councilor Kohler asked about Americans Disabilities Act (ADA) access. Mr. Clements shared that they would need to place it in the Strategic Plan in the right order for when the resources, health, safety, wellness and legal compliance to make improvements for ADA access at the right time.

Councilor Kohler asked about if they would be hiring staff to maintain the complex.

Councilor Kohler asked what he should tell the community about a for-profit company managing the field. Mr. Clement wants to bring the best resources to the table to give this park the best chance possible to have the most success.

Councilor Kohler asked about how to keep everyone happy when there were so many groups wanting to use the facility.

Clements explained that they should talk about what's best for the kids and develop solutions that are best for kids and family. He explained that they would partner with the organizations.

Youth Councilor Guptill asked about the costs to manage the fields. Mr. Clement explained that their team would look at the field and building maintenance and historical numbers to see what approach had worked by talking with the folks who have been here for decades. Mr. Clement stated that they would account for what it takes to keep the fields at the highest level of upkeep.

Mr. Lindsay explained that a protest letter was received and that the City would need to respond

in a timely fashion.

Chad Robb, Keizer, was a newly voted on board member for Foundation Athletics. He shared that they were a local non-profit.

Erik Havig, Dallas, Salem, parent and grandparent, stated that they need to focus on the kids, the league and investment in the community. He asked if the contract was about the league, the kids, the facility, or creating a league in an environment where they could be successful.

Mike Campbell, Salem, Foundation Athletics, commented on kids, passion, heart. He commented that they scored more than the other group. He commented on being 100 percent for the kids. He commented on their numbers. He shared that his wife and himself were on the board. He asked to have everything transparent. He said that he was about the kids. He said that the money needs to stay local. He said he based his Request for Proposal (RFP) off the local youth.

Clint Holland, Keizer, said that he would help raise \$200,000 for the safety items. He shared that the National Softball Team signed up to have some of the games at Keizer Little League Park and the fields should be enhanced to have them play there annually for the local economy. He expressed concerned about the lights on the senior field and if they had been certified. He wanted to see the lights be upgraded. He commented on the fences on the senior field. Mr. Holland shared about the donations over the years. He felt that the youth programs could take care of a lot of what was there.

Todd Walling, Salem, said that he was the longest renter and has been renting since 2009. He said that he had some time to sit down with the group and that he felt that they would do good things. He said that he would like to express support for The Sports Facilities Companies.

Richard Walsh, Keizer, shared that there needed to be more communication. He felt that the community wanted to know more and why they were selected and felt that there needed to be more transparency. He felt the community wanted more information. He suggested that the Council ask the community about what they wanted for the facilities. He asked that the lease be as short, so it could be reevaluated.

Council President Starr shared that she was the Councilor in the presentation portion of the process. Council President Starr explained that there were two steps in the process with both the scoring of the proposals and presentation and interview that were considered for the decision-making.

Mayor Clark shared that the RFP was posted online and that all the information was available to the public. She commented that The Sports Facilities Companies did not do programming and was not affiliated with any specific groups—and that they provide the place, space, and facility for programs to operate in that space.

Councilor Juran shared that when he first heard that an out-of-state company would be running, he was initially concerned, and he felt that as he learned more, it could be a benefit. He commented on his experience with his children playing on the fields. He could see a benefit for a neutral party to be running it.

Youth Councilor Guptill asked about the Big Toy volunteering and if there would be opportunity.

Mr. Brown shared that there would still be volunteer opportunities.

Council President Starr moved that the Keizer City Council authorize staff to negotiate a contract for management services for the Keizer Little League Park with The Sports Facilities Companies as long as the protest is not successful. Councilor Kohler seconded.

Councilor Juran commented that in the process of the contract being worked up, he asked if anyone had input because the Council would like to know what people are concerned about. Council President Starr would like to see community involvement so that concerns and needs were heard.

Mr. Brown shared that he was working with the McNary's Baseball Little League to provide the type of protections that they would like to see in the agreement.

Councilor Kohler commented on the contracts that For the Love of the Game currently had. Mr. Brown shared that they would work together.

Mayor Clark commented that For the Love of the Game doesn't have a league of their own and were working with all of the organizations and gave a huge thank to you mickey walker and for the love of the game. Mayor Clark felt that it was an opportunity to promote the community.

Motion passed as follows:

AYES: Clark, Starr, Juran, and Parsons (4)

NAYS: Kohler (1)

ABSTENTIONS: None (0)

ABSENT: Christopher and Cross (2)

There was a recess at 8:07 p.m.

The meeting resumed at 8:24 p.m.

c. Amendment of Franchise Solid Waste Collection Rates

City Manager Adam Brown summarized the staff report.

Shawn Edmonds, Lorens Sanitation, and Ryan Willis, Valley Recycling, shared that they were currently considering a disposal increase and that if they do, it would need to be a pass through.

There were comments about the new Recycling Modernization Act.

Council President Starr asked about looking for other ways to get information to the community.

It was noted that the increase was a little less than what was had anticipated.

Council President Starr moved that the Keizer City Council receive a request from the solid waste haulers to hold a public hearing for the purpose of considering a 2.1% rate increase effective January 1, 2026. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Starr, Kohler, Juran, and Parsons (5)

NAYS: None (0)

ABSTENTIONS: None (0)
ABSENT: Christopher and Cross (2)

d. **RESOLUTION - Authorizing City Manager to Sign Letter of Intent with CPD Real Co, LLC (Keizer Station Area B)**

City Manager Adam Brown summarized the staff report. Discussion followed

Council President Starr moved to adopt Resolution R2025- Authorizing City Manager to Sign a Letter of Intent with CPD Real Co, LLC (Keizer Station Area B). Councilor Kohler seconded.

Motion passed unanimously as follows:

AYES: Clark, Starr, Kohler, Juran, and Parsons (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Christopher and Cross (2)

e. **RESOLUTION - Initiating Legislative Amendments to the Keizer Code, Appendix A to Consider Amending Section 2.110.04 and Section 2.110.05 and Other Relevant Sections to Allow Auto-Related business in Area B - Keizer Station Plan in the Area by the Transit Station**

Planning Director Shane Witham summarized the staff report.

Council President Starr moved to adopt Resolution R2025- initiating legislative amendments to the Keizer Code, Appendix A to consider amending Section 2.110.04 and Section 2.110.05 and other relevant sections to allow auto-related business in Area B - Keizer Station Plan in the area by the transit station. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Starr, Kohler, Juran, and Parsons (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Christopher and Cross (2)

f. **Discussion — Electric Vehicle Charging Station Fee Structure**

Assistant City Manager Tim Wood summarized the staff report. It was noted that the entire project was grant funded. The City was paying a per kilowatt fee for electricity. There would be very minimal administrative overhead as the fees were collected by a third party. The waiting fee was discussed.

Council President Starr moved to have staff bring back a resolution establishing electric vehicle charging user fees for the City Hall charging stations. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Starr, Kohler, Juran, and Parsons (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Christopher and Cross (2)

Council President Starr moved to extend the meeting through the completion of the agenda. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Starr, Kohler, Juran, and Parsons (5)

NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Christopher and Cross (2)

g. Recommendation from Community Diversity Engagement Committee (CDEC) regarding National Observances, Commemorative and Heritage Month Guest Speaker Guidance and Community Engagement Postcards

Assistant City Manager Tim Wood summarized the staff report.

The following changes to the postcards were desired:

- Center the words "YOUR CITY NEEDS YOU!"
- Change the website address to keizeror.gov
- Change the word citizens to residents.
- It was noted that the website address changed today and needed to be updated on the flyers.
- Remove the words Volunteer, Growth & Development.
- Use the full names of all the boards and committees.
- Add the City Logo to the front and back.
- Use the appropriate City branding guide.
- Increase the size and color of the font for the website.
- Replace "Our mission" with "Our purpose"
- Use positive language.
- Change real facts to lived experience.
- Instead of using the location, change it to check website for location.
- Change the words "action driven" as they are an advisory body.

The flyer would go back to the Community Diversity Engagement Committee for the revisions and then be brought back to the City Council for their final approval.

Council President Starr moved the City Council approve the National Observances, Commemorative and Heritage Month Guest Speaker Guidance. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Starr, Kohler, Juran, and Parsons (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Christopher and Cross (2)

h. Municipal Judge Report - Councilor Check In

Councilor Kohler and Councilor Parsons reported their positive observations of the judge.

i. Discussion regarding 2026 City Council Meeting Calendar

City Recorder Melissa Bisset summarized the staff report.

The Council asked to have a Long Range Planning Task Force meeting on November 9, 2026.

Council President Starr moved to approve the 2026 City Council Meeting Calendar as amended. Councilor Kohler seconded. Motion passed unanimously as follows:
AYES: Clark, Starr, Kohler, Juran, and Parsons (5)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Christopher and Cross (2)

j. **RESOLUTION - Amending the Keizer Emergency Planning Committee; Amending Resolution R2023-3406; Repealing Resolution R2025-3551**

City Manager Adam Brown summarized the staff report.

Council President Starr moved to adopt Resolution R2025- Amending the Keizer Emergency Planning Committee; Amending Resolution R2023-3406; Repealing Resolution R2025-3551. Councilor Kohler seconded. Motion passed unanimously as follows:
AYES: Clark, Starr, Kohler, Juran, and Parsons (5)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Christopher and Cross (2)

OTHER BUSINESS

There was no other business.

STAFF UPDATES

Assistant City Manager Tim Wood, announced that there was an opportunity for the Council to serve on December 6th at the Miracle of Lights from 6 pm to 10 p.m.

Mr. Wood announced the sewer reset period was upcoming.

City Attorney Lindsay announced that he would be attending training at the end of the week.

COUNCIL MEMBER REPORTS

Mayor Clark and the Councilors each reviewed the events and meetings that they had attended as well as upcoming events.

AGENDA INPUT

Monday, October 13, 2025 - 6:00 p.m.

City Council Work Session - Urban Growth Boundary

Mayor Clark recommended that the Urban Renewal Growth Boundary Work Session be moved to January. There was no objection.

Monday, October 20, 2025 - 6:00 p.m.

City Council Regular Session

Monday, October 27, 2025 - 6:00 p.m.

City Council Work Session - Sidewalk Gap and Repair

Monday, November 3, 2025 - 6:00 p.m.

City Council Regular Session

ADJOURNMENT

Mayor Clark adjourned the meeting at 9:29 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.”



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Bill Lawyer, Public Works Director
Subject: Storm Drain Rehabilitation - Candlewood Drive NE

Proposed Motion

I move that the Council adopt Resolution R2025-___ Authorizing the City Manager to Enter Into a Contract with West Coast CIPP Supply LLC for Storm Drain Rehabilitation (Candlewood Drive NE).

I. Summary

Through the regular inspection process, it was discovered that an existing Underground Injection Control (UIC) system was located in an industrial area and needed to be rehabilitated. Staff researched options for this needed work and determined Cured In Place Pipe (CIPP) lining was the best option.

II. Background

- A. Staff identified the need to rehabilitate an existing UIC through routine inspections. Bids were obtained through the informal bidding process with West Coast CIPP Supply submitting the lowest price.
- B. CIPP lining is an appropriate and effective method to rehabilitate this existing UIC.

III. Current Situation

- A. Through the inspection process the operation of this UIC was determined to be non-compliant with the permit requirement for city-owned and operated UIC's.
- B. A 400-foot section of perforated PVC pipeline will be "plugged" off from infiltrating water into the ground by the CIPP lining.
- C. The remainder of the pipeline will remain in service and permit compliant.

IV. Analysis

- A. **Strategic Impact** - N/A

- B. **Financial** - Funding for this project in the amount of \$60,000 was allocated in the City Council adopted FY 25/26 Stormwater Capital Outlay budget. The bid came in at \$54,500, which is less than the budgeted amount.
- C. **Timing** - Approval of this project will allow the rehabilitation of this system to be accomplished as soon as practical.
- D. **Policy/Legal** - City Council approval is required to authorize this work.

V. Alternatives

- A. Adopt the attached Resolution authorizing the City Manager to enter into an agreement with West Coast CIPP Supply in the amount of \$54,500.00 for Storm Drain CIPP lining.
- B. Take no action.

VI. Recommendation

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager to enter into an agreement with West Coast CIPP Supply in the amount of \$54,500.00 for Storm Drain Rehabilitation (Candlewood Drive NE).

Attachments

1. RES_CC_Authorizing City Manager to Sign Contract - Storm Drain_10 20 2025
2. EXH_CC_Contract for Storm Drain Rehabilitation - West Coast CIPP Supply - Candlewood Drive NE_10 20 2025

“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 R2025-_____

AUTHORIZING THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH WEST COAST CIPP SUPPLY LLC FOR STORM
DRAIN REHABILITATION (CANDLEWOOD DRIVE NE)

WHEREAS, stormwater cured-in-place pipe (CIPP) installation work is needed on
Candlewood Drive NE;

WHEREAS, bids were solicited through the informal bid process and two bids were
received;

WHEREAS, West Coast CIPP Supply LLC submitted the low bid in the amount of
\$54,500.00 for this project and staff believes the cost is equitable and fair based on previous CIPP
work.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is
hereby authorized to enter into the attached contract with West Coast CIPP Supply LLC for a total
cost of \$54,500.00. Funding for this project is from the Stormwater Fund.

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

PASSED this _____ day of _____, 2025.

SIGNED this _____ day of _____, 2025.

Mayor

City Recorder

CONTRACT
FOR
STORM DRAIN REHABILITATION
(Candlewood Drive NE)

THIS AGREEMENT, made this ____ day of _____, 2025, by and between the City of Keizer, an Oregon municipal corporation, hereinafter called "Owner", and West Coast CIPP Supply LLC, hereinafter called "Contractor".

WITNESSETH THAT: In consideration of the mutual covenants and conditions hereinafter set forth, the Owner and Contractor hereby agree as follows:

1. **WORK BY CONTRACTOR.** The Contractor shall provide all labor and materials to provide the services described in Exhibit "A" (Estimate #1289) attached hereto and by this reference incorporated herein.
2. **TIME OF COMPLETION.** Unless directed in writing otherwise, the Contractor shall commence the work covered by this Contract within ten (10) days of full execution of this Contract (weather permitting), and shall complete all aspects of the project no later than December 31, 2025.
3. **BONDS.** Payment Bonds and Performance Bonds are required of Contractor at Contractor's own expense. Such bonds shall be issued by a surety licensed in the State of Oregon and must be acceptable to Owner. The bonds must equal the sum of the contract price.

The Contractor and all subcontractors must obtain or possess a valid Public Works Bond, filed with the Construction Contractors Board (CCB) before beginning any work on this project.

4. **PRECONSTRUCTION CONFERENCE.** Before any Work is started, a Preconstruction Conference attended by the Contractor, Public Works Director, and others as appropriate, will be held to establish a working understanding among the parties as to the Work and to discuss the procedures for handling submittals, processing applications for payment, and maintaining records. Contractor is required to request such Preconstruction Conference as soon as possible to prevent delays in the project.
5. **CONTRACT SUM.** The Contract Sum is Fifty-four Thousand, Five Hundred and no/100 Dollars (\$54,500.00).
6. **PAYMENTS.** When final completion of the work has been achieved, Contractor shall prepare for Owner's acceptance a final application for payment stating that to the best of Contractor's knowledge, and based on Owner's inspections, the work has reached final completion in accordance with the Contract Documents. Payment of the Contract Sum shall be made to Contractor within twenty (20)

days after acceptance of the work by Owner and Contractor's submittal of the final application for payment and the following submissions:

- A. Any and all additional forms and documentation required by statute or this Agreement;
- B. An affidavit declaring any indebtedness connected with the work, e.g. payrolls or invoices for materials or equipment, to have been paid, satisfied or to be paid with the proceeds of final payment, so as not to encumber the project property;
- C. A statement, under oath, that it has complied with all provisions of State law governing contractors on a public contract and it has complied with the provisions governing fair employment practices;
- D. A statement by each of Contractor's subcontractors, under oath, that each of the subcontractors has complied with all provisions of State law governing contractors on a public contract and has complied with the provisions governing fair employment practices;
- E. Release of any liens, conditioned on final payment being received;
- F. A report of any accidents or injuries experienced by Contractor or its Subcontractors at the worksite.
- G. All certified payroll reports.

If the work has been substantially completed and full completion thereof is materially delayed through no fault of the Contractor and the Public Works Director so certifies, the Owner shall, upon the certificate of the Public Works Director, and without terminating the Contract, make payment for the balance due for that portion of the work fully complete and accepted, less a retained amount equal to five percent (5%) of the amount requested.

7. **PAYMENTS WITHHELD.** Owner may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the Owner from losses on account of:
- a. Defective work not remedied within a reasonable time after written notice.
 - b. Claims filed or reasonable evidence indicating probable filing of claims.
 - c. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
 - d. A reasonable doubt that the Contract can be completed for the balance then unpaid.
 - e. Damage to the site, adjacent public or private property, or to another contractor.
 - f. Failure of the Contractor to keep Contractor's work progressing in accordance with Contractor's time schedule.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

8. **CHANGES.** Contractor may request and/or Owner may order changes in the work or the timing or sequencing of performance of the work that impacts the

Contract Price or the Contract Time. All such changes in the work that affect Contract Time or Contract Price shall be formalized in a written Change Order. Acceptance of the Change Order and any adjustment in the Contract Price and/or Contract Time must be signed by all parties.

9. 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 as set forth below or such other address as either party may provide to the other by notice given in accordance with this provision.

OWNER:

Bill Lawyer
Public Works Director
City of Keizer
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307

CONTRACTOR:

West Coast CIPP Supply LLC
4470 60th Ave NE
Salem, OR 97305

10. LICENSES AND PERMITS. Owner shall secure and pay for all fees and permits required for the project, if any. Contractor shall obtain and maintain all licenses required for public works contracts in the State of Oregon. Contractor shall comply with all laws, ordinances and regulations, (Federal, State, or local) which may be applicable to the project to be conducted hereunder.
11. RESPONSIBILITY OF PUBLIC WORKS DIRECTOR. The term "Public Works Director" herein shall be Bill Lawyer, or his duly authorized representative. The Public Works Director shall have full authority to interpret the plans and specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under this Contract. It shall be the duty of the Public Works Director to enforce the specifications in a fair and unbiased manner, although he has the right to waive any term of the specifications if that term is found to be unreasonable and inconsistent with the general spirit of the specifications.
12. WAIVER. It is expressly understood and agreed that any waiver granted by the Public Works Director or the Owner of any term, provision or covenant of this Contract shall not constitute a precedent nor breach of the same of any other terms, provisions, or covenants of this Contract. Neither the acceptance of the work by Owner nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver, by the Owner, of any claim which the Owner may have against the Contractor.
13. LIABILITY INSURANCE. The Contractor shall procure and maintain ongoing and completed liability insurance as hereinafter specified at Contractor's own expense. All such insurance shall be subject to the approval of the Owner for adequacy of protection and shall include a provision preventing cancellation

without ten (10) day's prior notice to the Owner in writing. Contractor must provide the Owner with a certificate of insurance and endorsement evidencing the insurance within five (5) days from Contractor's execution of this Contract. Contractor shall not commence work until the required evidence has been delivered to Owner. The endorsement must insure the City of Keizer as an additional insured. "The City of Keizer" includes its officers, agents, contractors, and employees. The insurance requirements is to be in effect during the life of this Contract. The liability insurance required is as follows:

- a. Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting him from all claims for personal injury including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a subcontractor under him.

All such insurance shall be written with a limit of liability of not less than \$2,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; a limit of liability of not less than \$4,000,000 for any such damages sustained by two or more persons in any one accident; a limit of liability of not less than \$2,000,000 for all damages arising out of injury or destruction of property, damages arising out of injury or destruction of property, (including property of the City) in any one accident; and a limit of liability of not less than \$4,000,000 for all damage arising out of injury to or destruction of property, including property of City, during the policy period.

- b. Automobile Liability Insurance with a limit of liability of not less than \$2,000,000 issued to Contractor and protecting him from all claims arising out of or in connection with any operations under this Contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by Contractor or by a subcontractor under him.

14. **WORKERS COMPENSATION INSURANCE.** The Contractor shall procure and maintain, at Contractor's own expense, during the life of this Contract, in accordance with the provision of the laws of the state of Oregon, Workman's Compensation Insurance for all of Contractor's employees at the site of the project and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workman's Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Contractor. Certificates evidencing the issuance of such insurance shall be filed with the Owner within five (5) days after execution of this Contract.

15. **INDEMNITY.** The Contractor shall indemnify the Owner, the Owner's agents and employees from and against all losses and all claims, demands, payments, suit actions, recoveries, and judgment of every nature and description brought or

recovered against them by reason of any act or omission of the said Contractor, Contractor's agents, or employees, in the execution of the work or in guarding the same.

16. **SUBCONTRACTS.** The Contractor shall have full responsibility under these conditions, general provisions, plans and specifications for any subcontracts which Contractor may let. Work not performed by Contractor with its own forces shall be performed by subcontractors. Contractor agrees to bind each subcontractor and material supplier (and require every subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Contract and the Contract Documents as they apply to the subcontractor's and material supplier's portions of the work. Contractor shall submit a certification to Owner that all subcontractors performing work will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.026 to 701.050 before the subcontractors commence work under the contract.

17. **CONTRACTOR PAYMENTS.** Contractor shall: (1) make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract; (2) pay all contributions or amounts due the State Industrial Accident Fund and the State Unemployment Compensation Trust Fund from such Contractor or Subcontractor incurred in the performance of the Contract; (3) not permit any lien or claim to be filed or prosecuted against the Owner because of any labor or material furnished; and (4) pay to the Department of Revenue all sums withheld from employees.

If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with the Project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract.

18. **PROTECTION OF WORK AND PROPERTY.** The Contractor shall continuously maintain adequate protection of all Contractor's work and materials from damage or theft and shall protect the Owner's property and all adjacent property from injury or loss arising in connection with the activities under this Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be due to errors in the Contract documents or such as may be caused by agents or employees of the Owner.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the work site, warning against any hazards created by the work being done under this Contract. Contractor shall designate a responsible member of Contractor's organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the Owner in writing. In any emergency affecting the safety of life, or of the work or adjoining property, the Contractor, without special instruction or

authorization from the Owner, is hereby permitted to act, at Contractor's discretion, to prevent such threatened loss or injury, and Contractor must take such action if so instructed or authorized by the Owner. The Contractor shall also protect adjacent property as required by law.

Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor and sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

19. **WORK HOURS.** Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. Furthermore, Contractor shall not employ any person performing work under this contract for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. Contractor shall pay all individuals performing work under this contract at least time-and-a-half pay for:

- a. All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
- b. All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- c. All work performed on Saturday or Sunday and on any legal holiday specified in ORS 279C.540.

20. **PREVAILING WAGE.** Contractor must ensure that each worker in each trade or occupation employed in the performance of this Contract either by the Contractor, Sub-contractor or other person doing or contracting to do the whole or any part of the work on this Contract, shall be paid not less than the applicable prevailing rate of wage set forth at:

<https://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>

using the Prevailing Wage Rates for Public Works Contracts effective July 5, 2025 pursuant to ORS 279C.840(4) & OAR 839-025-0033(1).

If Contractor fails to pay for labor and services, Owner may pay for them and withhold these amounts from payments to the Contractor. ORS 279C.515 & OAR 839-025-0020(2)(a).

Contractor shall maintain all records and file all wage certification forms as required by Oregon Administrative Rules.

A. Prevailing Wage Requirements

a. Applicable Prevailing Wage Rates

- i. The applicable Oregon Prevailing Wage Rate publication and any amendments in effect must be paid for wages and fringe benefits at the time of solicitation are set forth at the website referenced above.
- ii. All prevailing wage rates that apply to the project must be posted at the job site. Every contractor on the site is responsible for this posting. ORS 279C.840(4) & OAR 839-025-0033(1).
- iii. All contracts and subcontracts for this project must include a provision that each worker in each trade or occupation employed in the performance of the contract either by the contractor, subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the contract, must be paid not less than the applicable state prevailing rate of wage, or the applicable federal prevailing rate of wage, whichever is higher. ORS 279C.838.

b. Certified Payroll Filing Requirements

- i. Every employer on a covered project must file certified payroll records with the Owner. Certified statements for each week during which the Contractor or Subcontractor employs a worker upon the public work shall be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.845 to 279C.860.

c. Certified Payroll Form

- i. To help employers satisfy the filing requirement, Form WH-38 is included in each PWR rate book. BOLI does not require contractors to use this form, but contractors must supply all information the form requests and this information must be certified.

Employers using their own forms or reports can comply with the certification requirement by attaching and completing a copy of the certification from the WH-38 form to their filing.

Employers must submit the hours worked each day by each employee, his or her name, address, the pay rate, work classification, gross pay to the employee and the amount contributed to any third party fringe benefits (and the type of benefit provided).

To meet filing requirements, the employer must sign the certified payroll to confirm that the information is true and complete.

Unsigned reports do not satisfy the filing requirement. Submitting false or incomplete information can be the basis for civil penalties or debarment.

The Contractor and subcontractors shall preserve the certified statements for a period of three (3) years from the completion of the contract.

d. Certified Payroll Retainage

- i. As required in ORS 279C.845, the Owner will retain 25% of any amount earned by the Contractor on the project until the Contractor has filed the certified statements required in ORS 279C.845. The Owner will pay to the Contractor the amount retained within 14 days after the Contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements.
- ii. As required in ORS 279C.845, the Contractor shall retain 25% of any amount earned by a first tier subcontractor on the project until the first tier subcontractor has filed with the Owner the certified statements required in ORS 279C.845. Before paying any amount retained, the Contractor shall verify that the first tier subcontractor has filed the certified statement. Within 14 days after the first tier subcontractor files the required certified statement the Contractor shall pay the first tier subcontractor any amount retained.

21. QUALIFYING EMPLOYEE DRUG TESTING PROGRAM. Contractor represents and warrants that Contractor has in place at the time of the execution of this Contract, and shall maintain during the term of this Contract, a Qualifying Employee Drug Testing Program for its employees that includes, at a minimum a written employee drug testing policy, required drug testing for all new subject employees or, alternatively, required testing of all subject employees every 12 months on a random selection basis, and required testing of a subject employee when the Contractor has reasonable cause to believe the subject employee is under the influence of drugs.

22. SAFETY MEASURES. Contractor agrees that Contractor, Contractor's employees, and subcontractors will comply with all OSHA regulations applicable to the work being performed. Contractor further understands and agrees that work sites under this project vary from low traffic to very high traffic flow and that Contractor shall use appropriate traffic control measures. All traffic control measures must comply with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD). Contractor agrees that all personnel must wear safety vests at all times and use safety cones as required.

23. INSPECTION. Owner and his representative shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the

workmanship are in accordance with the requirements and intentions of the specifications. All work done and all materials furnished shall be subject to inspection and approval.

The inspection of the work shall not relieve the Contractor of any of Contractor's obligations to fulfill the Contract in full and as prescribed. Defective work shall be made good and unsuitable material shall be rejected, notwithstanding that such defective work and material may have been previously overlooked and accepted on estimates for payment. No work shall be done at night without the prior written approval of Owner.

24. **DEFECTIVE WORK OR MATERIAL.** The Contractor shall promptly remove from the premises all work and materials condemned by Owner as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute Contractor's own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
25. **LIENS.** Contractor shall not permit any lien or claim to be filed or prosecuted against the City of Keizer, Oregon or the private property owner, in connection with this contract and agrees to assume responsibility should such lien or claim be filed. If at any time there shall be evidence of any lien or claim for which the Owner might become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to provide complete indemnification against such lien or claim. In the event the Owner has already paid to the Contractor all sums due under this Contract or the balance remaining unpaid is insufficient to protect the Owner, the Contractor shall be liable to the Owner for any loss so sustained.
26. **OWNER'S RIGHT TO TAKE OVER THE WORK.** If the Contractor should be adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over its affairs, or if it should fail to prosecute its work with due diligence and carry the work forward in accordance with its work schedule and the time limits set forth in the Contract documents, or if it should fail to substantially perform one or more of the provisions of the Contract documents to be performed by it, the Owner may serve written notice on the Contractor and the surety of its payment and/or performance bond, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Owner bases its right to exercise such remedy.

In any event, unless the matter complained of is satisfactorily corrected within ten (10) days after service of such notice, the Owner may, without prejudice to any other right or remedy, exercise one of the following such remedies, at once, having first obtained a certificate from the Public Works Director that sufficient cause exists to justify such action.

- a. The Owner may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor, whereupon Owner may itself take over the work, take possession of and use all materials, tools, equipment and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of its service, the Contractor shall not be entitled to any further payment under this Contract until the work is completed and accepted. If the Owner takes over the work and if the unpaid balance of the Contract price when the Owner takes over the work exceeds the cost of completing the work, including compensation for any damages or expenses incurred by Owner through the default of the Contractor, such excess shall be paid to the Contractor. In such event, if such costs, expenses and damages shall exceed such unpaid balance of the Contract price, the Contractor shall pay the difference to the Owner. Such costs, expenses, and damages shall be certified by the Public Works Director.
- b. The Owner may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event, the Owner shall be entitled to collect from the Contractor, or to deduct from any payment then or thereafter due the Contractor, the cost incurred by it through the default of the Contractor, provided the Public Works Director approves the amount thus charged to the Contractor.
- c. The Owner may require the surety on the Contractor's bond to take control of the work at once and see to it that all of the deficiencies of the Contractor are made good with due diligence. As between the Owner and the surety, the cost of making good such deficiencies shall all be borne by the surety. If the surety takes over the work, either upon instructions from the Owner to do so or based upon the surety's choice, all provisions of the Contract documents shall govern in respect to the work done by the surety, the surety being substituted for the Contractor as to such provisions as to payment for the work and provisions of this section as to the right of the Owner to do the work itself or to take control of the work.

The above remedies are in addition to any other remedies allowed by law or equity.

27. OWNER'S RIGHT TO TERMINATE CONTRACT. Owner may terminate this Contract upon seven (7) days written notice to Contractor if Owner fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Owner to pay for services under this Contract.

28. CONTRACTOR'S RIGHT TO STOP OR TERMINATE CONTRACT. If the work shall be stopped under an order of any court or other public authority for a period of no less than three (3) months through no act or fault of the Contractor or of any one employed by it, then the Contractor may on seven (7) days written notice

to the Owner stop work or terminate this Contractor and recover from the Owner payment for all work executed to the date of stoppage, any losses sustained from any plant or material, and a reasonable profit. If the Public Works Director shall fail to issue any certificate for payment within ten (10) days after it is due, or if the Owner shall fail to pay the Contractor within fifteen (15) days after its maturity and presentation to the Owner any sum certified by the Public Works Director, then the Contractor may, on seven (7) days written notice to Owner, terminate the Contract and recover from the Owner payment for all work executed to date, any losses sustained upon any plant for material, and a reasonable profit.

29. **DELAYS AND EXTENSION OF TIME.** If the Contractor is delayed at any time in the progress of the work by an act or neglect of the Owner, or any employee of Owner, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cause beyond the Contractor's control, or by delay authorized by the Public Works Director, or by any cause which the Public Works Director shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Public Works Director may decide.

No such extensions shall be made for a delay occurring more than seven (7) days before claim therefore is made in writing to the Public Works Director. In the case of a continued cause of delay, only one claim is necessary. This section does not exclude the recovery of damages for delays by either party under other provisions in the Contract documents.

30. **ACCEPTANCE.** Final inspection and acceptance of the work shall be made by the Owner and local appointed authority. Such inspection shall be made as soon as practical after the Contractor has notified the Owner in writing that the work is ready for such inspection.

31. **GUARANTEE.** Except for normal wear and tear, Contractor agrees to guarantee all work under this Contract for a period of one (1) year from the date of acceptance of the work. If any unsatisfactory condition or damage develops within the time of this guarantee due to materials or workmanship which were defective, inferior, or not in accordance with the Contract, Contractors agrees, whenever notified by Owner, to immediately place such guaranteed work in a condition satisfactory to Owner and make repairs of all damage made necessary in the fulfillment of the guarantee. This provision shall survive termination of this Contract.

32. **DISPUTE RESOLUTION.**

- (a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the Owner within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of

Marion. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Salem, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Marion County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the Owner. Insofar as the Contractor and the Owner legally may do so, they agree to be bound by the decision of the arbitrator.

(b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the Owner shall make payments as required by the Agreement for undisputed portions of work.

33. **ASSIGNMENT.** Neither Owner nor Contractor shall assign its interest in this Contract without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Contract shall be binding upon both parties, their partners, successors, assigns and legal representatives. Neither party to this Contract shall assign the Contract as a whole without written consent of the other.

34. **INDEPENDENT CONTRACTOR STATUS.** The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the Owner. Contractor 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.

35. **GOVERNING LAW.** This Contract shall be governed by the laws of the State of Oregon.

36. **SEVERABILITY.** Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor. Owner and Contractor agree that this Contract shall be amended to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

37. **COMPLIANCE.** The Contractor shall comply with and require its subcontractors to comply with all applicable provisions of Federal, State and local statutes, ordinance, orders, rules, regulations, and all other specifications and provisions as contained within these Contract documents.

38. **INCORPORATION; PRECEDENCE.** The Exhibits, if any, attached to this Contract are incorporated herein as if fully set forth in this Contract. If any

provision of any Exhibit conflicts with the provisions of this Contract, the terms of this Contract shall govern.

39. SIGNATURE. Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or electronic transmitted signatures by signing an original document.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

CITY OF KEIZER

WEST COAST CIPP SUPPLY LLC

By: _____
Adam J. Brown,
City Manager

By: _____
_____,

APPROVED AS TO FORM:

Keizer City Attorney

West Coast CIPP Supply
4470 60th Ave NE
Salem, OR 97305
office@westcoastcippsupply.com



Estimate

ADDRESS
City of Keizer

ESTIMATE # 1289
DATE 09/18/2025

PURCHASE ORDER #
Candlewood C-800

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Tv inspection	CCTV and clean prior to install of CIPP. Clean is up to 3 passes then convert to T&M 800 LF minimum is required	3.50	800.00	2,800.00
	CIPP	Install 400LF of 12" CIPP liner in accordance with ASTM F1216 thermal cure	400	108.25	43,300.00
	Tap Cutting	Remove 6 protruding	6	900.00	5,400.00
	Lateral Re-installment	Reinstall 6 laterals	6	250.00	1,500.00
	Mobilization	Trucks, equipment, technicians	1	1,500.00	1,500.00
	excluding	Grass seed, Traffic control, permits, bypass, heavy cleaning, disposal of any kind, manhole access, water access	1	0.00	0.00

SUBTOTAL	54,500.00
TAX	0.00
TOTAL	\$54,500.00

Accepted By

Accepted Date



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Bill Lawyer, Public Works Director
Subject: Committee Name Change

Proposed Motion

I move the City Council adopt Resolution R2025-___ Amending the Traffic Safety/Bikeways/Pedestrian Committee; Amending Resolution No. R2012-2256; Repealing Resolution R2025-3553.

I. Summary

At the Thursday, August 21st, 2025, meeting of the Traffic Safety Bikeways Pedestrian Committee, a motion was passed unanimously recommending the City Council change the current name of the Committee from the Traffic Safety Bikeways Pedestrian Committee to Keizer Bicycle Pedestrian Traffic Safety Committee.

II. Background

- A. The Committee requested and received City Council approval to propose a name change at the August 4th, 2025 regularly scheduled City Council meeting.

III. Current Situation

- A. The Committee discussed a change to the name of the Committee at their Thursday, August 21st, 2025 meeting.
- B. City Council approval is required to change the name of any City Council authorized Committees.

IV. Analysis

- A. **Strategic Impact** - No strategic impact
- B. **Financial** - No financial impact.
- C. **Timing** - No timing impact.

- D. **Policy/Legal** - The committee name is set by resolution and so it must be changed by resolution.

V. Alternatives

- A. Adopt the attached resolution changing the name change as recommended by the committee.
- B. Take no action and keep the name unchanged.
- C. Chose a different name for the committee.

VI. Recommendation

Staff recommends the City Council adopt the attached resolution.

Attachments

- 1. RES_CC_Keizer Bicycle Pedestrian Traffic Safety Committee_9 15 2025
- 2. ATT_CC_Keizer Bicycle Pedestrian Traffic Safety Committee_9 15 2025

“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 R2025-____

4
5
6 AMENDING THE TRAFFIC SAFETY/BIKEWAYS/PEDESTRIAN
7 COMMITTEE; AMENDING RESOLUTION NO. R2012-2256;
8 REPEALING RESOLUTION R2025-3553
9

10
11 WHEREAS, the City Council adopted Resolution No. R2012-2256 establishing
12 the Traffic Safety/Bikeways/Pedestrian Committee on July 2, 2012;

13 WHEREAS, the City Council adopted Resolution No. R2017-2820 amending the
14 membership section in Appendix A of the Committee on December 4, 2017;

15 WHEREAS, the City Council adopted Resolution R2023-3403 to amend the
16 purpose section in Appendix A on August 7, 2023;

17 WHEREAS, the City Council adopted Resolution R2024-3503 to amend the
18 purpose section in Appendix A on September 3, 2024;

19 WHEREAS, the City Council adopted Resolution R2025-3553 on March 3, 2025
20 to amend the membership section in Appendix A;

21 WHEREAS, the City Council wishes to amend the name of the Committee;

22 NOW, THEREFORE,

23 BE IT RESOLVED by the City Council of the City of Keizer that Resolution No.
24 R2012-2256 is hereby amended by replacement of Appendix "A" with the attached
25 Appendix "A", and by this reference incorporated herein.
26

1 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
2 Resolution No. R2025-3553 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 _____ day of _____, 2025.

6
7 SIGNED this _____ day of _____, 2025.

8

9

10

11

12

13

14

Mayor

City Recorder

Appendix “A” City Council Committee

Name: Keizer Bicycle Pedestrian Traffic Safety Committee

Purpose: To act in an advisory capacity to the Keizer City Council and City Manager in the creation, development and implementation of official traffic safety activities, including bikeways and pedestrian routes, and to make recommendations on projects and practices that improve safety, efficiencies and choices for transportation mode options. The tasks of the Committee shall include, but are not limited to:

1. Develop, prioritize, and recommend coordinated traffic safety programs.
2. Develop recommendations for inclusion in the Bicycle System component of the Keizer Transportation System Plan, including an assessment of the need for bikeways, recommended routes with costs and priorities, proposed funding sources, and implementation program.
3. Proactively recommend traffic safety priorities for the City, including recommendations developed through the Neighborhood Traffic Management Program process.
4. Review and recommend project applications for funding (e.g. Safe Routes to School, Connect Oregon, other bike/pedestrian funding competitions).
5. Provide traffic and transportation-related research and information to official agencies of the City.
6. Coordinate and disseminate information to the public on routes and rules for bicyclists, pedestrians, and transit.
7. Promote public knowledge and compliance with traffic safety programs and laws and emerging issues (e.g. policy development on issues like e-mobility devices, and autonomous vehicles).
8. Promote expanding transportation options that increase safety, efficiency, health, and independence.
9. Provide an oral report of its activities to the Council at a Regular Session following the Committee meeting and other reports which the Council may request from time to time.

Membership: The Committee shall consist of seven (7) voting members. At least two (2) of the voting members shall be bicycle advocates and actively engaged in recreational and/or commuter bicycling. Liaisons from the City Council, City staff and representatives from Marion County Fire District #1 and Keizer Fire District shall serve as non-voting ex officio liaisons. The Council will appoint the non-voting Council liaison to the Committee at a regularly scheduled Council meeting. The non-voting Fire District representatives shall be appointed by the Districts. The non-voting staff liaison will be appointed by the City Manager. The Council may appoint a non-voting Youth liaison to the Committee pursuant to the Council Rules of Procedure. Other members shall be appointed as outlined by the City Council Rules of Procedure and relevant statutory requirements.

Term of Office: Each member of the Committee shall be appointed for a three-year term, except for initial terms which shall be staggered. Members may be reappointed. The terms shall be staggered so that not more than three will expire in the same year.

Chair and Vice-Chair: The Committee will elect the Chair and Vice-Chair at the first meeting of each calendar year.

Meetings: Members of the Committee shall establish a regular meeting date and shall meet as deemed necessary by the Chair. All meetings of the Committee shall follow Robert Rules of Order Newly Revised and the Oregon Public Meeting Laws.

Attendance: It is the duty of each member to attend at least 75% of the meetings each calendar year. When a member is unable to attend a meeting, the member shall notify the Chair. Members of the Committee may be removed by two-thirds majority vote of the City Council.



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Bill Lawyer, Public Works Director
Adam Brown, City Manager
Subject: 20 mph speed limit on residential streets.

Proposed Motion

I move that the Keizer City Council schedule a public hearing publicized by social media and traditional media channels to hear residents thoughts on changing residential speed limits from 25 mph to 20 mph.

I. Summary

The City Council requested staff research the implementation of a 20 mph speed limit for all residential streets in Keizer.

II. Background

- A. In the 2019 legislative session, Senate Bill 558 was passed, which gave the City the authority to designate speed limits 5 miles per hour lower than statutory speed limits on non-arterial streets in residence "districts." This allows the City to post residential streets at 20 mph.
- B. The Traffic Safety, Bicycle, Pedestrian Committee recommended that the Keizer City Council consider changing residential speed limits from 25 mph to 20 mph.
- C. This practice has been adopted by other Oregon cities, including Portland, Tigard, Lake Oswego, Eugene, and Salem.

III. Current Situation

- A. All residential streets are currently posted at 25 mph, which is the statutory speed.
- B. Staff investigated how many speed 20 signs would need to be installed to properly designate all residential streets at 20mph.
- C. There would need to be 243 speed signs replaced/installed citywide.
- D. Replacing/installing the signs would take approximately 3.75 months to install all of them. This is two staff members working full-time on speed signs while all other

necessary maintenance work and other activities in the Streets Division would be on hold. Realistically, it would take 10 to 12 months to complete given the other sign maintenance work, other activities and the availability of the equipment necessary to install the signs.

E. Research on the internet suggests opposition and support for changing the speed limit from 25 to 20 mph.

F. **Opposition**

Widespread disregard for the new limit:

A common and significant issue is that many drivers simply do not comply with the new, lower speed limit.

Perceived as inappropriate:

Some drivers feel that a blanket 20 mph limit is not appropriate for all residential streets. A speed limit perceived as too low is often ignored, which can lead to a greater variation in speeds between drivers.

Focus on the speedometer:

Critics argue that the new, lower limit causes some drivers to pay more attention to their speedometer than to the road and surrounding hazards.

Traffic Flow

Increased congestion:

Some critics argue that slower speeds can lead to more congestion, especially if the residential street is also a popular cut-through route.

Speed differential issues:

A wide gap between the travel speeds of different cars can increase accident risk. If some drivers obey the 20 mph limit while others continue to drive at 25 mph or faster, it can increase frustration and lead to risky overtaking.

Public and enforcement issues

Public opposition:

Efforts to reduce the speed limit can be controversial and unpopular. Residents who frequently drive the roads may not see the necessity of the change and feel it infringes on their travel efficiency.

Enforcement strain:

Police departments may not have the resources to increase enforcement for the new speed limit, which could lead to a lack of consequences for violators and weaken the policy's effectiveness.

Loss of respect for the law:

When a large percentage of drivers consistently break the law by ignoring the new speed limit, it can damage the perceived authority of traffic laws.

Limited enforcement capacity:

Law enforcement agencies often lack the resources to enforce a lower limit on all residential streets.

Potential for conflict:

A widely ignored limit can create a higher incidence of tickets, which can lead to more negative interactions between law enforcement and the public.

G. Support

There have been three notable studies on this change.

A 2018 study in Edinburgh and Belfast found that the 5 mph reduction reduced the average speed by 1.34 mph after 12 months of observation. Public support increased after implementation though perceptions of child safety did not change significantly. The study also concluded that vehicle use was reduced slightly, and a reduction in collisions and casualties was observed. The study can be found using this [link](#).

A 2019 study conducted by Portland State University in the City of Portland also provides insight into the impact of the 5 mph speed reduction. The overall speed limit actually went up by .04%, but the largest difference in behavior was observed in cars going above 30 mph in 25 mph zones. Drivers observed going above 30 mph in 25 mph zones showed a statistically significant decrease. The study concluded that "based on the data, there is evidence showing that the speed limit reduction significantly decreases the odds of observed high speeds." A link to the study can be found [here](#).

A 2018 study in the UK had mixed results, saying that there was general support even though most observers did not perceive that vehicle speed limits had changed. The lower speed limits have been beneficial for pedestrians and cyclists. They did observe a small increase in the percentage of traffic going 24 mph or below. Before the change to 20 mph, 62% of drivers on residential streets were traveling less than 24 mph, and after the study, 70% of vehicles were traveling less than 24 mph. The average speed only reduced by 1 mph even though the speed limit in these case studies went from 30 mph to 20 mph. Faster drivers reduced their speeds more, similar to the case study in Edinburgh. This report can be read in its entirety [here](#).

IV. Analysis

A. **Strategic Impact** - N/A

B. **Financial** - The purchase of 20 mph signs, posts and other hard costs are estimated to be \$46,650.00. This figure does not include staff costs, which are estimated to be \$35,000.00 (\$81,650.00 total cost).

C. **Timing** - The timing is at the discretion of the City Council.

D. **Policy/Legal** - City Council direction is necessary to implement the 20 mph speed limit on residential streets in Keizer.

V. Alternatives

- A. Hold a well-publicized public hearing to provide residents an opportunity to provide written and verbal testimony.
- B. Consider implementing the 20 mph speed limit citywide on residential streets.
- C. Consider implementing the 20 mph speed limit on selected residential streets.
- D. Take no action.

VI. Recommendation

Staff recommends the City Council schedule a well-publicized opportunity to hear from residents about changing residential speed limits from 25 mph to 20 mph.

Attachments

None

“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.”



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Joseph Lindsay, City Attorney
Subject: Appointing Municipal Court Judge Pro Tem

Proposed Motion

I move that the City Council adopt Resolution R2025-___ Appointing Municipal Court Judge Pro Tem.

I. Summary

The City Charter provides for Municipal Court Judge Pro Tems in the event that the Presiding Municipal Court Judge cannot fulfill his duties for any reason. The Presiding Municipal Court Judge makes recommendations to the Keizer City Council and the City Council makes the appointments.

II. Background

- A. The City Charter establishes that Municipal Court Judge Pro Tems can be appointed in the event that the Presiding Municipal Court Judge cannot fulfill his duties.
- B. In 2019, the City Council appointed Steven A. Todd and Patrick J. Mercurio as Pro Tems.
- C. Steven A. Todd is no longer available to serve as a Pro Tem.
- D. The Presiding Municipal Court Judge is recommending Aaron Hisel as a second Pro Tem.

III. Current Situation

- A. In 2019, the Council appointed two Pro Tems in the event that the Presiding Municipal Court Judge cannot fulfill his duties for any reason.
- B. Steven A. Todd is no longer able to serve as a Pro Tem.
- C. The Presiding Municipal Court Judge would like to replace Steven A. Todd so that there are two Pro Tems available.
- D. The Presiding Municipal Court Judge is recommending that Aaron Hisel be

appointed as the second Municipal Court Judge Pro Tem. A copy of Mr. Hisel's resume is attached.

IV. Analysis

- A. **Strategic Impact** - None.
- B. **Financial** - None.
- C. **Timing** - The Presiding Municipal Court Judge would like two Pro Tems appointed in the event of his inability to fulfill his duties and in the event that one of the Pro Tems is not available.
- D. **Policy/Legal** - The City Charter establishes that the Council appoint a Municipal Court Judge Pro Tem that is recommended by the Presiding Municipal Court Judge.

V. Alternatives

- A. Adopt the attached Resolution.
- B. Do nothing and there will only be one Municipal Court Judge Pro Tem.

VI. Recommendation

Staff recommends that the Council adopt the attached Resolution.

Attachments

- 1. Aaron Hisel Recommendation
- 2. RES_CC_Appointment of Municipal Judge Pro Tem_10 20 2025

"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 of Keizer

Phone: (503) 390-3700 • Fax: (503) 393-9437
930 Chemawa Rd. N.E. • P.O. Box 21000 • Keizer, OR 97307-1000

September 10, 2025

Dear Mayor Clark and Members of the Keizer City Council,

I am writing to you today with great enthusiasm and a deep sense of civic responsibility to recommend a candidate for the position of Municipal Court Judge Pro Tem for the City of Keizer. After careful consideration of the qualities and expertise required for this vital position, I am proud to recommend Aaron Hisel as an exemplary choice, one who will serve the citizens of Keizer with fairness, wisdom, and unwavering commitment to justice. He will make an outstanding member of our team.

A letter from Mr. Hisel expressing interest in being a Pro Tem Judge for Keizer and his CV are attached. I urge the members of the Keizer City Council to give Mr. Hisel the fullest consideration.

Thank you for your attention to this recommendation and for your continued commitment to the betterment of Keizer. Should you require any further information regarding Aaron Hisel or wish to discuss his qualifications in greater detail, please do not hesitate to contact me.

Respectfully submitted,

A. Carl Myers
Presiding Municipal Court Judge
City of Keizer

Aaron P. Hisel*
aaron@capitol.legal
*Admitted in Oregon and Washington

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John Dawson
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William W. Manlove
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August 6, 2025

SENT VIA EMAIL

The Honorable Judge Carl Myers
City of Keizer Municipal Court
930 Chemawa Road NE
Keizer, OR 97303
carlmyers@outlook.com

Re: Future Pro Tem Opportunities

Dear Judge Myers:

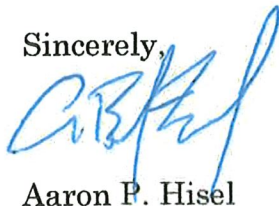
Thank you for the invitation to observe your recent trials and for the meaningful conversation we had about justice and family afterwards.

You have convinced me that it would be a worthy endeavor to pursue being a pro tem for you and your Court. Please consider this letter and the attached resume my desire to be considered for any future pro tem opportunities that may arise.

I believe my personality, heart, and unique professional experiences would allow me to handle the duties of municipal judge in a manner that would be honoring to the flavor you have put on those duties and to the City of Keizer.

If there is anything further you need from me to be considered further, please let me know.

Sincerely,



Aaron P. Hisel

AARON HISEL

ATTORNEY

CONTACT

Capitol Legal Services
901 Capitol Street NE
Salem, OR 97301
(503)480-7253
aaron@capitol.legal

EDUCATION

JURIS DOCTOR • 2015

Willamette University

Cum Laude

MASTER OF ARTS, CRIMINAL
JUSTICE • 2011

Tiffin University

BACHELOR OF ARTS, HUMAN
DEVELOPMENT AND FAMILY
STUDIES • 2004

Washington State University

PROFILE

I am an experienced attorney whose full-time job is representing cities and counties throughout Oregon, including having represented the City of Keizer and its employees on multiple occasions. Prior to being an attorney, I was a police officer. I have earned a reputation of being a fair, kind, and skilled attorney.

RELEVANT EXPERIENCE

MUNICIPAL CIVIL LITIGATION ATTORNEY • APRIL 2016-
PRESENT

My legal career has been spent representing cities and counties in Oregon in a wide range of matters. The matters I have handled have been litigated in state and federal court, including a case that recently went to the United States Supreme Court. As relevant here, these cases have also included representing municipal judges in general, the City of Keizer in particular, and several matters that have flowed through a municipal court. I am intimately familiar with police and court procedures. I am also a compassionate and fair individual.

My current position is managing attorney of Capitol Legal Services. Since becoming an attorney, I have technically worked for three law firms - all operating out of the same office. The name on the sign out has changed due to a retirement and change in ownership, but I have been providing the same services from the same building the whole time. Currently, I am the owner and one of the five attorneys working here.

POLICE OFFICER / SHERIFF'S DEPUTY • 2007-2011

Prior to becoming an attorney, I was a member of law enforcement. I worked as a deputy for the Los Angeles County Sheriff's Department (CA) and a police officer with the City of Renton (WA). While in Renton, I was a member of an inter-jurisdictional SWAT team. Police work was an incredibly meaningful career that allowed me to see and interact with people from all walks of life in some of the most diverse places in the country.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2025-_____

4
5 APPOINTING MUNICIPAL COURT JUDGE PRO TEM

6
7 WHEREAS, the City Council by Resolution has previously appointed Municipal
8 Court Judge Pro Tems;

9 WHEREAS, there are currently one appointed Municipal Court Judge Pro Tem
10 willing and able to serve;

11 WHEREAS, the City Council desires to remove Steven A. Todd from the
12 previous appointed Municipal Court Judge Pro Tems;

13 WHEREAS, the Presiding Municipal Court Judge makes recommendations to the
14 Council on the appointment of Municipal Court Judge Pro Tems;

15 WHEREAS, based upon the recommendation of Municipal Court Judge A. Carl
16 Myers, the Keizer City Council has determined that Aaron Hisel is qualified to be
17 Municipal Court Pro Tem and is willing to serve in that position;

18 NOW, THEREFORE,

19 BE IT RESOLVED by the City Council of the City of Keizer that Steven A. Todd
20 is removed as a Municipal Court Judge Pro Tem.

21 BE IT FURTHER RESOLVED that Aaron Hisel is appointed as Keizer
22 Municipal Court Judge Pro Tem pursuant to the City Charter.

1 BE IT FURTHER RESOLVED that until further City Council Resolution, the
2 appointment of Aaron Hisel as Keizer Municipal Court Judge Pro Tem shall remain in
3 full force and effect.

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

6 PASSED this _____ day of _____, 2025.

7
8 SIGNED this _____ day of _____, 2025.

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Mayor

City Recorder