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AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION

Monday, October 17, 2022

7:00 p.m.

Robert L. Simon Council Chambers
Keizer, Oregon

1. CALL TO ORDER

2. ROLL CALL

3. FLAG SALUTE

4. SPECIAL ORDERS OF BUSINESS

a. PROCLAMATION – Domestic Violence Awareness Month

5. COMMITTEE REPORTS

6. PUBLIC COMMENTS

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

7. PUBLIC HEARINGS

8. ADMINISTRATIVE ACTION

a. Community Center Fee Waiver – Keizer Community Band Holiday Concert

b. Community Center Fee Waiver - Latino Business Alliance Expo Negocio

9. CONSENT CALENDAR

- a. RESOLUTION – Authorizing the Finance Director to Enter Into a Toner Plus Maintenance Agreement with Dependable Printer Support for the Police Department Executive Assistant's Office
- b. Approval of October 3, 2022 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

November 7, 2022 – 7:00 p.m.
City Council Regular Session

November 14, 2022 - 6:00 p.m.
City Council Work Session

November 21, 2022 – 7:00 p.m.
City Council Regular Session

December 5, 2022 – 7:00 p.m.
City Council Regular Session

14. ADJOURNMENT



Proclamation

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

Whereas, domestic violence has no place in our community; and,

Whereas, active community support for domestic violence prevention and victim support services saves lives and creates safety and hope for survivors; and,

Whereas, Marion County, through the District Attorney, Sheriff's office, Public Health, the Domestic Violence Council and public safety agencies provide significant resources for prosecution, prevention education, and victim support services; and,

Whereas, our commitment to domestic violence awareness and prevention extends to our support for and volunteerism with community partners such as Safety Compass, Center for Hope and Safety, Liberty House, and Oregon Sexual Assault Task Force; and,

Whereas, we know, as individuals, we can make a difference by speaking up, raising awareness, and reaching out to help victims and survivors.

NOW, THEREFORE, I, CATHY CLARK, Mayor of the City of Keizer, together with the Keizer City Council assembled in Regular Session, do hereby proclaim the month of October 2022 as

DOMESTIC VIOLENCE AWARENESS MONTH

And resolve to honor the memory those who have died and support those who have survived by providing meaningful and accessible services that create safety and hope for survivors 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 17th day of October, 2022.

MAYOR CATHY CLARK
City of Keizer, Oregon



CITY COUNCIL MEETING: OCTOBER 17, 2022

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: Tracy L. Davis, City Recorder/Community Center Manager

SUBJECT: **KEIZER COMMUNITY BAND CONCERT – COMMUNITY CENTER FEE
WAIVER**

PROPOSED MOTION:

I move the City Council approve a waiver of the Community Center rental fee and Community Center refundable security deposit for the Keizer Community Band Holiday concert on December 14, 2022.

I. SUMMARY:

Michael Koenig, Director of the Keizer Community Band has requested a waiver of the rental fee and deposit for use of Iris Rooms A and B in the Keizer Community Center for their holiday concert on Wednesday, December 14, 2022. The event is free and open to the public. The Keizer Community Band was formed in 1998 at the request of former Keizer Mayor Bob Newton. Mayor Newton wanted a band that would represent the community and furnish music for community functions as well as music for entertainment. Michael Koenig has been director of the band since 2003.

The rental rates for Community Center Iris Rooms A and B are \$150 per hour (includes Keizer resident 25% discount) along with a refundable security deposit of \$1,150. The total amount of time for set up, the concert, and clean up is 3 hours or \$450. Staffing costs of \$125 are included in the rental fee.

II. BACKGROUND:

- A. On September 29, 2022 Michael Koenig contacted the Community Center Coordinator to file the initial paperwork and hold the date for the holiday concert. Mr. Koenig will attend the City Council meeting to present his request for a fee waiver in person.

- B. The City of Keizer has waived the rental fee and deposit for similar Keizer Community Band events over the last several years. The concerts in 2020 and 2021 were not held due to the pandemic.
- C. City Resolution R2018-2932 states the City Council may reduce or waive rates, deposits, or other costs for certain uses if, in the Council's sole discretion, the use is a significant benefit to the Keizer community considering such factors as the City's fixed and non-fixed costs, staff resources, wear and tear on the facility, and other factors deemed appropriate by Council.

III. **CURRENT SITUATION:**

- A. As of this date, no other requests for room reservations on this date have been received.

IV. **ANALYSIS:**

- A. **Strategic Impact** – This event is a significant benefit to the Keizer Community.
- B. **Financial** – The financial impact of this request is a reduction in rental income for the Community Center.
- C. **Timing** – Approval of this request will allow the Keizer Community Band to move forward with organization of this event.
- D. **Policy/legal** – The City Council has the sole authority to grant fee waivers for use of the Community Center.

ALTERNATIVES:

- A. Approve a waiver of the Community Center rental fee of \$450 and the refundable security deposit of \$1,150.
- B. Deny the request for a waiver of the Community Center rental fee of \$450 and the refundable security deposit of \$1,150.

RECOMMENDATION:

Staff recommends the City Council approve a waiver of the Community Center rental fee and refundable security deposit for the Keizer Community Band Concert on December 14, 2022.

ATTACHMENTS:

- Resolution 2018-2932 – Adopting Use Policies and Rates for the Keizer Community Center Rooms

Keizer Community Band – Fee Waiver

October 17, 2022

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2018- 2932ADOPTING USE POLICIES AND RATES FOR THE
KEIZER COMMUNITY CENTER ROOMS;
REPEALING RESOLUTION R2015-2612

WHEREAS, the City Council adopted policies for community use of city hall facilities in 1986;

WHEREAS, the adopted policies for community use of city hall facilities has been amended several times with the last revision taking place in 2015;

WHEREAS, the City Council adopted the current use rates for the Civic Center Community Rooms pursuant to Resolution R2015-2612;

WHEREAS, the City Council has reviewed the matter and finds that it is appropriate to amend the policies for the Community Center Rooms;

WHEREAS, the City Council desires to amend the Community Center Room policies;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the following policies for use of the Keizer Community Center Rooms and lobby are hereby adopted:

Alcohol Policies: The following regulations apply to the allowance, sale or consumption of alcoholic beverages in the Keizer Community Center Rooms and lobby:

- a. Only individuals twenty-one (21) years of age or older may consume alcohol in accordance with this policy.

- b. No person shall sell, give or otherwise make available any alcoholic beverage to a person under the age of 21 years.
- c. No person shall sell, give or otherwise make available any alcoholic beverage to any person who is visibly intoxicated.
- d. Alcoholic beverages are permitted only in the Community Rooms and the adjoining lobby areas. Alcoholic beverages are prohibited outdoors and in other areas of the building.
- e. Alcoholic beverages are allowed only in conjunction with a reserved event and only after written approval has been given by the City.
- f. Alcoholic beverages will be served only by a licensed and bonded server pursuant to all Oregon Liquor Control Commission laws and regulations.
- g. Alcoholic beverages will be served only when acceptable Oregon Liquor Control Commission documentation has been provided to the City.
- h. Caterer/server shall secure at its own expense General Liability Insurance with minimum limits of \$1,000,000.00 per occurrence and Liquor Liability Insurance with minimum limits of \$1,000,000.00 per occurrence. The insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon. The City of Keizer shall be included as additional insured in said insurance policy. The "City of Keizer" includes its officers, agents, contractors, and employees. Evidence of the insurance and additional insured endorsement must be provided to City at least fourteen (14) days prior to the date of the event. As part of the event reservation process, the applicant and caterer/server shall agree to defend and indemnify the City, its employees, agents and contractors from any and all claims in connection with alcohol use on the premises.
- i. The City Manager may place reasonable conditions on the event to protect persons and property.

Insurance Policies: The following regulations apply to clients' rental of the Keizer Community Center Rooms and lobby:

- a. The client shall, at its sole cost and expense, procure and maintain through the term of the rental a Comprehensive General Liability insurance policy providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from the facilities used hereunder in the amount of \$1,000,000. The Comprehensive General Liability Insurance required shall be issued by an insurance company authorized to do business in the State of Oregon. The City of Keizer shall be included as additional insured in said insurance policy. The "City of

Keizer" includes its officers, agents, contractors, and employees. Client must provide the City with the proof of the insurance and additional insured endorsement evidencing such insurance at least fourteen (14) days prior to the date of the contracted event. Failure to provide the proof of insurance and endorsement will result in cancellation of the event.

b. No insurance is required for non-alcoholic events when client is using one or two small rooms.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the

following use rates are hereby established:

1. Base Use Rates. The following base use rates shall be charged for the Keizer Community Center Rooms:
 - a. Small room (1,000 square feet) - \$25.00 per hour with a three hour minimum.
 - b. Medium room (3,000 square feet) - \$100.00 per hour with a four hour minimum.
 - c. Large ballroom (9,000 square feet) - \$250.00 per hour with an eight hour minimum.
 - d. Keizer-based 501(c) organizations may host fundraiser activities using two Medium rooms or the Large ballroom for a base use fee of \$500.00. This fee shall include the use of the facility and amenities. The user will be responsible to pay all fees associated with required staffing. The use under this provision is limited to one (1) event per calendar year per Keizer-based 501(c) organization and is limited to a maximum of twelve (12) hours usage.
 - e. Keizer residents and Keizer-based 501(c) non-profit organizations are entitled to a twenty-five percent (25%) discount on the base use rates outlined in 1(b) and 1(c) herein. (Small rooms are not discounted. Keizer residents' use is limited to personal, non-business use only, including, but not limited to birthday parties, anniversary parties, and baby showers.)
 - f. Government and quasi-government entities, e.g., City of Salem, Marion County, State of Oregon, Salem-Keizer School District, Keizer Fire District, Salem-Keizer Transit District, Keizer Chamber of Commerce, League of Oregon Cities, Mid-Willamette Valley Council of Governments, are entitled to a twenty percent (20%) discount on the base use rates outlined in 1(b) and 1(c) herein. (Small rooms are not discounted.)

- g. City-hosted activities directly benefiting City operations are entitled to a fifty percent (50%) discount on the base use rates outlined in 1(b) subject to the following:
- i. Registration fees charged to participants shall total no more than the actual out-of-pocket costs of the event.
 - ii. This discount is only available for one or two medium rooms. The large ballroom and small room rates are not discounted.
 - iii. For Friday, Saturday or Sunday dates, the event may not be reserved more than six (6) months prior to the event.
 - iv. No alcohol is allowed for City hosted events. Insurance is not required.
- h. The above discounts are not transferrable.
2. Exempt Uses. The following uses are exempt from payment of use rates and insurance requirements, except caterer insurance if applicable. No alcohol is allowed for these events:
- a. City Meetings. City Council/Urban Renewal Agency meetings, City/Urban Renewal Agency committee, task force, or staff meetings, trainings, recruitments or exercises.
 - b. Neighborhood Associations. Recognized neighborhood associations may hold their regular meetings, up to twelve (12) meetings per year in one or two small rooms.
 - c. Keizer-based Youth Sports. Keizer-based youth sports organizations may hold up to three (3) events per year using one medium room or one or two small rooms.
 - d. Town Hall/Community Forums. City, Urban Renewal Agency, Salem Area Mass Transit District, Marion County, and other governmental agencies may hold town hall/community forums for the purpose of gathering public input.
 - e. Keizer Library. The Keizer library may hold up to two (2) book sale events per year.
 - f. City Employee/City Volunteer Training. Training and meetings for City employees or City volunteers are exempt. The trainings or meetings are limited to one or two small rooms during regular City Hall business hours. Other governmental employees or volunteers may also attend. No fee may be charged to participants other than the actual meal cost, if a meal is served.
 - g. City-Hosted Educational Outreach Events. No registration fee may be charged to the participants.
 - h. Outside Committees/Groups. With City Manager approval, organizations connected with the City or benefitting City residents

such as Keizer United, Claggett Creek Watershed Council, and Community Emergency Response Team may hold one meeting per month in one or two small rooms. No registration fee may be charged to the participants.

3. Other Agreements Exempt. Organizations with specific agreements for Community Room use are not subject to the above rates. The City Manager is authorized to negotiate and reduce the use rates for organizations who request repeating scheduled use for a term not exceeding two (2) years.
4. Council Approved Uses. The City Council may reduce or waive rates, deposits or other costs for certain uses if, in the Council's sole discretion, the use is a significant benefit to the Keizer community considering such factors as the City's fixed and non-fixed costs, staff resources, wear and tear on the facility, and other factors deemed appropriate by Council.
5. Additional Facility Charges. The City Manager is authorized to adopt and impose surcharges for rental rates for additional facilities, including, but not limited to stages, audio/visual equipment, computer equipment, kitchen usage and additional labor expenses. The City Manager is authorized to impose deposits, fees or additional charges as City Manager may deem appropriate in his/her discretion.
6. Use Rates Subject to Facility Agreement. The use rates set forth herein are subject to the provisions of the Facility Use Agreement as authorized by the City Manager. The City Manager is authorized to amend the use rates if in the City Manager's discretion such amended rates provide increased transient occupancy taxes, other identifiable economic benefits to the citizens of the City as a whole, or other identifiable fiscal benefits to the City of Keizer administratively.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that Resolution R2015-2612 (Adopting Use Policies and Rates for the Keizer Community Center Rooms) is hereby repealed in its entirety except for already booked events.

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

3 PASSED this 3rd day of December, 2018.

4
5 SIGNED this 3rd day of December, 2018.

6
7 Cathy Clark
8 Mayor

9
10 Mary Dye
11 City Recorder



CITY COUNCIL MEETING: OCTOBER 17, 2022

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: Tracy L. Davis, City Recorder/Community Center Manager

SUBJECT: **LATINO BUSINESS ALLIANCE EXPO NEGOCIO – COMMUNITY CENTER FEE WAIVER**

PROPOSED MOTION:

I move the City Council approve a waiver of the Community Center rental fee and Community Center refundable security deposit for the Latino Business Alliance Expo Negocio on November 10, 2022.

I. SUMMARY:

Fatima Falcon Ontiveros, Chair of the 2022 Latino Business Alliance Expo Negocio has requested a rental fee and security deposit waiver for their event on November 10, 2022. Ms. Falcon-Ontiveros letter of request is attached to this report. The primary goal of the Latino Business Alliance is to empower all small businesses in financial growth while promoting engagement and visibility within the larger Oregonian economy. The event is free to the public and will offer networking opportunities along with various workshops for participants. The event is scheduled to begin at 8:00 a.m. and end at 3:00 p.m.

The event is scheduled to be held in the Iris Ballroom. They have requested set up to occur on the day prior. The rental fee for the Iris Ballroom for 14 hours (4 hours of set up time and 10 hours on the day of the event) at \$250 per hour is \$3,500 with an added \$250 for stage and projectors. The refundable security deposit for the Iris Ballroom is \$1,500. The total amount that is requested to be waived is \$5,250 (\$3,750 rental fee and \$1,500 deposit). Staffing costs of \$550 are included in the rental fee amount.

II. BACKGROUND:

- A. Previously, this event has been held at other locations. This will be the first time it is held in Keizer.

- B. The City of Keizer participates in the monthly Latino Business Alliance meetings.
- C. City Resolution R2018-2932 states the City Council may reduce or waive rates, deposits, or other costs for certain uses if, in the Council's sole discretion, the use is a significant benefit to the Keizer community considering such factors as the City's fixed and non-fixed costs, staff resources, wear and tear on the facility, and other factors deemed appropriate by Council.

III. **CURRENT SITUATION:**

- A. As of this date, no other requests for room reservations on this date have been received.

IV. **ANALYSIS:**

- A. **Strategic Impact** – This event is a benefit to the small business owners in the Keizer Community.
- B. **Financial** – The financial impact of this request is a reduction in rental income for the Community Center.
- C. **Timing** – The event has been advertised to be held at the Keizer Community Center.
- D. **Policy/legal** – The City Council has the sole authority to grant fee waivers for use of the Community Center.

ALTERNATIVES:

- A. Approve a waiver of the Community Center rental fee of \$3,750 and the refundable security deposit of \$1,500.
- B. Deny the request for a waiver of the Community Center rental fee of \$3,750 and the refundable security deposit of \$1,500.

RECOMMENDATION:

Staff recommends the City Council approve a waiver of the Community Center rental fee and Community Center refundable security deposit for the Latino Business Alliance Expo Negocio event.

ATTACHMENTS:

- Letter and additional event information from Fatima Falcon Ontiveros.
- Resolution 2018-2932 – Adopting Use Policies and Rates for the Keizer Community Center Rooms

October 06, 2022

Latino Business Alliance
1605 Fairgrounds Rd NE
Salem, OR 97301

Keizer City Hall
930 Chemawa Rd N
Keizer, OR 97303

Dear Keizer City Councilors,

The Latino Business Alliance (LBA), in collaboration with Energy Trust of Oregon (ETO), is hosting an event on November 10, 2022, named Expo Negocio (Business Expo). Now in its 12th year, this annual event will be held here at the Keizer Civic Center for the first time.

You may already know of LBA, whose primary goal is to empower all small businesses in financial growth while promoting engagement and visibility within the larger Oregonian economy. However, you may not know much about Expo Negocio because, like many events during the pandemic, Expo has been canceled since 2020. However, this year we expect a big community turnout, unlike anything the event has ever seen before, due to the strong outreach and marketing efforts we have implemented. Therefore, LBA saw it necessary to scale up the event, and I couldn't think of a better venue than the Keizer Civic Center.

Expo Negocio started in 2009 after the great recession when many people struggled to keep their businesses afloat. LBA saw a lack of business services for the Latino community and a large distance between this group and the rest of the business community. Therefore, Expo Negocio was created with two main goals: To create awareness of the positive economic impact of the Latino business community and to connect the general business community with the Latino business community.

After twelve years, many organizations, non-profits, businesses, and government agencies still struggle to engage this significant section of our community, partly because of the language barrier and cultural differences. Perhaps even the city of Keizer has run into hurdles when trying to engage residents in this demographic who are sometimes distrustful of government agencies or people outside of their community. We know that business, government, and non-profit representatives want their services for this population to be utilized but may not know how to bridge the gap to reach them. **Helping you to do this will be the focus of the event.** We want to help our Latino community by helping you to connect with them.

The event will begin with a Café y Pan Dulce (Coffee and Sweet Bread) Greeters for people to network with each other and with the exhibitors who will be placed throughout the perimeter of the Iris Ballroom. Afterward, we'll break into groups to attend one of the six 50-minute workshops covering various topics, including Energy Saving Strategies, Small Business Advocates, and more. Then, we will all come together for the Luncheon in the Iris Ballroom,

where we'll hear from our presenting sponsor, the LBA board members, and our keynote speaker: a micro business counselor at Hacienda CDC, Jose Gomez. The event will close with a final workshop targeting those who have not yet started their business but have a strong desire to learn how to make it happen.

Attendance to everything in the event will be completely FREE to the public. The event will be self-funded through business sponsorships, so we request that the rental fee be waived for this event in exchange for a Gold-Level Sponsorship (See attached Sponsorship Packet).

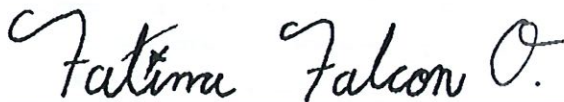
This event will bring together representatives from local organizations and businesses—Latino and non-Latino— so we can come up with solutions to restore our local pre-pandemic economic vitality and put Keizer at the forefront of business renewal. As a Keizer resident, I have seen firsthand how Keizer has rushed to embrace my family and me through the years despite our language and cultural differences. Hence, I'd like to thank Keizer City councilors and residents for your support and encouragement in developing strong bonds with the Latino community by supporting events like Expo Negocio.

For more information:

Fatima Falcon, Expo Negocio Chair—971-240-9138—fatima.falcon56@gmail.com
David Rheinholdt, LBA President—rheinholdtinsurance@gmail.com

Board member of Rosewood Initiative and Micro Business Counselor at Hacienda CDC

With Best Regards,



Fatima Falcon Ontiveros
2022 Expo Negocio Chair



2022 Expo Negocio Fact Sheet November 10, 2022

On Thursday, November 10, 2022, the Latino Business Alliance in partnership with Energy Trust of Oregon will celebrate the Annual Expo Negocio!

Time: 8 am-3 pm (Registration Begins at 7:30 am)

Place: Keizer Civic Center | 930 Chemawa Rd NE, Keizer, OR 97303

Purpose: This free bilingual event aims to strengthen our community by providing educational opportunities for both Latino and Non-Latino business owners—and the community in general—to develop diverse intercultural relationships. This conference will include keynote speakers, small business workshops, a large array of exhibitor booths, and excellent opportunities to network.

Agenda: 8 am-9:50 am—Café y Pan Dulce professional networking
10 am-10:50 am—First Set of three workshops
11 am-11:50 am—Second set of three workshops
12 pm-1:45 pm—Luncheon
2 pm-3 pm—LMDP Presentation & Registration

Speakers: Stephen Custer-Marketing & Tech Solutions
Secretary of State-Small Business Advocates
Raul Valdivia CPA-Accounting and Legal Structures
Paid Leave Oregon
Energy Trust of Oregon
Latino Microenterprise Development Program
Keynote Speaker-Business Consultant, Jose Gomez

Sponsors: Presenting Sponsor—Energy Trust of Oregon
Platinum Sponsors—Oregon Department of Human Services & Oregon Health Authority

Contact: Event Chair—Fatima Falcon O. | fatima.falcon56@gmail.com
LBA Board President—
David Rheinholdt | David@rheinholdtinsuranceagency.com





2022 Expo Negocio Sponsorships

On November 10, 2022, the Latino Business Alliance, in partnership with Energy Trust of Oregon, will celebrate the Annual Expo Negocio! This free event aims to strengthen our community by providing educational opportunities for Latino and Non-Latino business owners and professionals seeking to develop diverse intercultural relationships.

We invite you to be part of our mission:

- Unite and strengthen the Latino business community
- Contribute to a stronger Oregon economy
- Create awareness of the positive economic impact of Latino businesses
- Connect the general business community with the Latino business community

By supporting activities that will:

- Empower Latino business owners through profitable opportunities and resources
- Provide networking opportunities, business workshops, and seminars
- Educate the general business community on culturally competent outreach efforts

Why Sponsor?

- Network and build relationships with key Latino leaders, business owners, and community members
- Reach out to the Latino community, the largest and fastest-growing ethnic minority in Oregon
- Show support for the Latino community and their contributions to Oregon
- In 2020, the Latino buying power in the U.S. reached \$1.9 trillion, which makes it richer than the GDP of the whole country of Italy. ⁽¹⁾
- Since 2010-2020, the Latino market has grown by 115%, making Oregon one of the states with the fastest-growing Latino market. ⁽²⁾
- Latino-owned firms are the fastest-growing sector of the U.S. economy

New this year:

- Finally Back after 2 YEARS!
- New Location at the Keizer Civic Center

Sponsorship Deadline:

Sponsorship opportunities will remain open through November 1st; however, some benefits may no longer be available. This may include exhibitor tables and placement of company names and logos in marketing messages and printed media. Submit completed application via email.

⁽¹⁾⁽²⁾ "Consumer buying power is more diverse than ever" Merit Melancon, J. UGA Today

Sponsorship Opportunities

PRESENTING: \$10K (Only one sponsorship available at this level: Energy Trust of Oregon)

- Displayed as PRESENTING Sponsor along with Expo Negocio's Logo on all event materials
- Highlighted as PRESENTING Sponsor with logo placement on the front cover of the event programs and on top of every program page.
- Advertised as PRESENTING Sponsor on all press releases
- Promoted as PRESENTING Sponsor on all social media posts
- Promoted as PRESENTING Sponsor on all radio commercials on the weeks leading up to the event date.
- Promoted as PRESENTING Sponsor on a minimum of 5 event E-Blasts with up to 1,600 recipients
- Promoted as PRESENTING Sponsor at all LBA networking events in the months leading up to the event (September & October).
- Opportunity to be the presenter at Café y Pan Dulce events before Expo Negocio (Salem or Woodburn location)
- Business logo displayed on repeating PowerPoint on the screens during the event.
- Verbal recognition as PRESENTING Sponsor at the event's Café y Pan Dulce and at the start and conclusion of Luncheon
- Banner hung on top of buffet line during luncheon
- Opportunity to have a 5-min business video played at event Luncheon
- Opportunity to give brief presentation at the Luncheon
- Opportunity to give a workshop class at the event
- Placement of sponsor's promotional items at each Luncheon & registration table
- Premier Placement of Exhibitor Booth at the Keizer civic center
- Business logo with link on event web page
- Two reserved tables for the Luncheon (16 seats)

PLATINUM: \$5K

- Highlighted as PLATINUM Sponsor with logo placement at the top of all promotional posters
- Highlighted as PLATINUM Sponsor with logo placement on inside front and back cover of the event programs
- Verbal recognition as PLATINUM Sponsor at the event's Café y Pan Dulce and at Luncheon
- Promoted as PLATINUM Sponsor on a minimum of 3 event E-Blasts with up to 1,600 recipients
- Promoted as PLATINUM Sponsor at all LBA networking events in the months leading up to the event (September & October).
- Recognized as PLATINUM Sponsor on 6 Facebook Posts
- Promoted as PLATINUM Sponsor on all social media posts
- Business logo displayed on repeating PowerPoint on the screens during the event.
- Business logo with link on event web page
- Premier Placement of Exhibitor Booth at the Keizer civic center
- 10 reserved seats for Event Luncheon

GOLD: \$3.5K

- Highlighted as GOLD Sponsor with logo placement at the bottom of all posters
- Recognition as GOLD Sponsor with logo on programs
- Verbal recognition as GOLD Sponsor at the event's Café y Pan Dulce and at Luncheon
- Promoted as GOLD Sponsor on a minimum of 2 event E-Blasts
- Recognized as GOLD Sponsor on 4 Facebook Posts
- Business logo displayed on repeating PowerPoint on the screens during the event.
- Premier Placement of Exhibitor Booth at the Keizer civic center
- Business logo with link on event web page
- One reserved table for the Luncheon (8 Seats)

SILVER: \$1.5K

- Recognition as SILVER Sponsor with logo on programs
- Verbal recognition as SILVER Sponsor at the event's Café y Pan Dulce only
- Promoted as SILVER Sponsor on a minimum of 1 event E-Blast
- Recognized as SILVER Sponsor on 2 Facebook Posts
- Business logo displayed on repeating PowerPoint on the screens during the event.
- One Exhibitor Booth
- Business logo with link on event web page
- 6 reserved seats for the Luncheon

BRONZE: \$750

- Recognition as BRONZE Sponsor with logo on programs
- Verbal recognition as BRONZE Sponsor at the event's Café y Pan Dulce Only
- One Exhibitor Booth
- Business logo with link on event web page
- 4 reserved seats for the Luncheon

EXHIBITOR BOOTH: \$500

Placement of the booth will be decided by the planning committee and no placement requests will be accepted. Community and Non-Profit Organizations will receive a 25% discount depending on booth availability.

For more information:

Fatima Falcon Ontiveros
fatima.falcon56@gmail.com
(971) 240-9138





2022 Expo Negocio Sponsorship Agreement

Submit completed application via email.

Business Name/ Organization: _____

Billing Address: _____

Contact: _____

Title: _____

Phone: _____

Email: _____

1. This sponsor agreement is entered into by the Latino Business Alliance and _____
_____ (sponsor) for 2022 Expo Negocio.

2. Sponsor authorizes and agrees to pay for selected sponsor level:

- ☐ Presenting \$10K (one available at this level)
- ☐ Platinum \$5K
- ☐ Gold \$3.5K
- ☐ Silver \$1.5K
- ☐ Bronze \$750
- ☐ Booth Only \$500

3. Sponsor may elect to increase (but not decrease) the sponsorship level commitment upon approval by the sponsorship committee.

4. Sponsor agrees to abide by any established policies set forth by the Latino Business Alliance which are designed to protect the Sponsor and the public in attendance.

- ❖ The Latino Business Alliance's mission is to:
 - Unite and strengthen the Latino business community
 - Contribute to a stronger Oregon economy
 - Create awareness of the positive economic impact of Latino businesses
 - Connect the general business community with the Latino business community
- ❖ By supporting activities that will:
 - Empower Latino business owners through profitable opportunities and resources
 - Provide networking opportunities, business workshops, and seminars
 - Educate the general business community on culturally competent outreach efforts

5. The Latino Business Alliance reserves the right to refuse any sponsorship not in the best interest of the LBA's mission, Expo Negocio, and its attendees and shall not be held liable for any damages or losses resulting from participation.
6. Sponsorships are payable within 14 days from the date of the sponsor agreement, with the understanding that all sponsorships shall be paid in full prior to the promotion of said sponsor.
7. In the event of payment failure, sponsor benefits shall be suspended.
8. Sponsorships will remain open, however, benefits may no longer be available as the event nears. This includes exhibitor tables as well as business recognition in marketing materials and print media.

Signature

Date

Submit completed application via email

MAIL PAYMENT TO :
Latino Business Alliance
1605 Fairgrounds Rd NE, Salem, OR 97301

For questions or more information contact: Fatima Falcon at (971) 240-9138 or
fatima.falcon56@gmail.com



CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2018- 2932ADOPTING USE POLICIES AND RATES FOR THE
KEIZER COMMUNITY CENTER ROOMS;
REPEALING RESOLUTION R2015-2612

WHEREAS, the City Council adopted policies for community use of city hall facilities in 1986;

WHEREAS, the adopted policies for community use of city hall facilities has been amended several times with the last revision taking place in 2015;

WHEREAS, the City Council adopted the current use rates for the Civic Center Community Rooms pursuant to Resolution R2015-2612;

WHEREAS, the City Council has reviewed the matter and finds that it is appropriate to amend the policies for the Community Center Rooms;

WHEREAS, the City Council desires to amend the Community Center Room policies;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the following policies for use of the Keizer Community Center Rooms and lobby are hereby adopted:

Alcohol Policies: The following regulations apply to the allowance, sale or consumption of alcoholic beverages in the Keizer Community Center Rooms and lobby:

- a. Only individuals twenty-one (21) years of age or older may consume alcohol in accordance with this policy.

- b. No person shall sell, give or otherwise make available any alcoholic beverage to a person under the age of 21 years.
- c. No person shall sell, give or otherwise make available any alcoholic beverage to any person who is visibly intoxicated.
- d. Alcoholic beverages are permitted only in the Community Rooms and the adjoining lobby areas. Alcoholic beverages are prohibited outdoors and in other areas of the building.
- e. Alcoholic beverages are allowed only in conjunction with a reserved event and only after written approval has been given by the City.
- f. Alcoholic beverages will be served only by a licensed and bonded server pursuant to all Oregon Liquor Control Commission laws and regulations.
- g. Alcoholic beverages will be served only when acceptable Oregon Liquor Control Commission documentation has been provided to the City.
- h. Caterer/server shall secure at its own expense General Liability Insurance with minimum limits of \$1,000,000.00 per occurrence and Liquor Liability Insurance with minimum limits of \$1,000,000.00 per occurrence. The insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon. The City of Keizer shall be included as additional insured in said insurance policy. The "City of Keizer" includes its officers, agents, contractors, and employees. Evidence of the insurance and additional insured endorsement must be provided to City at least fourteen (14) days prior to the date of the event. As part of the event reservation process, the applicant and caterer/server shall agree to defend and indemnify the City, its employees, agents and contractors from any and all claims in connection with alcohol use on the premises.
- i. The City Manager may place reasonable conditions on the event to protect persons and property.

Insurance Policies: The following regulations apply to clients' rental of the Keizer Community Center Rooms and lobby:

- a. The client shall, at its sole cost and expense, procure and maintain through the term of the rental a Comprehensive General Liability insurance policy providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from the facilities used hereunder in the amount of \$1,000,000. The Comprehensive General Liability Insurance required shall be issued by an insurance company authorized to do business in the State of Oregon. The City of Keizer shall be included as additional insured in said insurance policy. The "City of

Keizer" includes its officers, agents, contractors, and employees. Client must provide the City with the proof of the insurance and additional insured endorsement evidencing such insurance at least fourteen (14) days prior to the date of the contracted event. Failure to provide the proof of insurance and endorsement will result in cancellation of the event.

b. No insurance is required for non-alcoholic events when client is using one or two small rooms.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the

following use rates are hereby established:

1. Base Use Rates. The following base use rates shall be charged for the Keizer Community Center Rooms:

- a. Small room (1,000 square feet) - \$25.00 per hour with a three hour minimum.
- b. Medium room (3,000 square feet) - \$100.00 per hour with a four hour minimum.
- c. Large ballroom (9,000 square feet) - \$250.00 per hour with an eight hour minimum.
- d. Keizer-based 501(c) organizations may host fundraiser activities using two Medium rooms or the Large ballroom for a base use fee of \$500.00. This fee shall include the use of the facility and amenities. The user will be responsible to pay all fees associated with required staffing. The use under this provision is limited to one (1) event per calendar year per Keizer-based 501(c) organization and is limited to a maximum of twelve (12) hours usage.
- e. Keizer residents and Keizer-based 501(c) non-profit organizations are entitled to a twenty-five percent (25%) discount on the base use rates outlined in 1(b) and 1(c) herein. (Small rooms are not discounted. Keizer residents' use is limited to personal, non-business use only, including, but not limited to birthday parties, anniversary parties, and baby showers.)
- f. Government and quasi-government entities, e.g., City of Salem, Marion County, State of Oregon, Salem-Keizer School District, Keizer Fire District, Salem-Keizer Transit District, Keizer Chamber of Commerce, League of Oregon Cities, Mid-Willamette Valley Council of Governments, are entitled to a twenty percent (20%) discount on the base use rates outlined in 1(b) and 1(c) herein. (Small rooms are not discounted.)

- g. City-hosted activities directly benefiting City operations are entitled to a fifty percent (50%) discount on the base use rates outlined in 1(b) subject to the following:
- i. Registration fees charged to participants shall total no more than the actual out-of-pocket costs of the event.
 - ii. This discount is only available for one or two medium rooms. The large ballroom and small room rates are not discounted.
 - iii. For Friday, Saturday or Sunday dates, the event may not be reserved more than six (6) months prior to the event.
 - iv. No alcohol is allowed for City hosted events. Insurance is not required.
- h. The above discounts are not transferrable.

2. Exempt Uses. The following uses are exempt from payment of use rates and insurance requirements, except caterer insurance if applicable. No alcohol is allowed for these events:

- a. City Meetings. City Council/Urban Renewal Agency meetings, City/Urban Renewal Agency committee, task force, or staff meetings, trainings, recruitments or exercises.
- b. Neighborhood Associations. Recognized neighborhood associations may hold their regular meetings, up to twelve (12) meetings per year in one or two small rooms.
- c. Keizer-based Youth Sports. Keizer-based youth sports organizations may hold up to three (3) events per year using one medium room or one or two small rooms.
- d. Town Hall/Community Forums. City, Urban Renewal Agency, Salem Area Mass Transit District, Marion County, and other governmental agencies may hold town hall/community forums for the purpose of gathering public input.
- e. Keizer Library. The Keizer library may hold up to two (2) book sale events per year.
- f. City Employee/City Volunteer Training. Training and meetings for City employees or City volunteers are exempt. The trainings or meetings are limited to one or two small rooms during regular City Hall business hours. Other governmental employees or volunteers may also attend. No fee may be charged to participants other than the actual meal cost, if a meal is served.
- g. City-Hosted Educational Outreach Events. No registration fee may be charged to the participants.
- h. Outside Committees/Groups. With City Manager approval, organizations connected with the City or benefitting City residents

such as Keizer United, Claggett Creek Watershed Council, and Community Emergency Response Team may hold one meeting per month in one or two small rooms. No registration fee may be charged to the participants.

3. Other Agreements Exempt. Organizations with specific agreements for Community Room use are not subject to the above rates. The City Manager is authorized to negotiate and reduce the use rates for organizations who request repeating scheduled use for a term not exceeding two (2) years.
4. Council Approved Uses. The City Council may reduce or waive rates, deposits or other costs for certain uses if, in the Council's sole discretion, the use is a significant benefit to the Keizer community considering such factors as the City's fixed and non-fixed costs, staff resources, wear and tear on the facility, and other factors deemed appropriate by Council.
5. Additional Facility Charges. The City Manager is authorized to adopt and impose surcharges for rental rates for additional facilities, including, but not limited to stages, audio/visual equipment, computer equipment, kitchen usage and additional labor expenses. The City Manager is authorized to impose deposits, fees or additional charges as City Manager may deem appropriate in his/her discretion.
6. Use Rates Subject to Facility Agreement. The use rates set forth herein are subject to the provisions of the Facility Use Agreement as authorized by the City Manager. The City Manager is authorized to amend the use rates if in the City Manager's discretion such amended rates provide increased transient occupancy taxes, other identifiable economic benefits to the citizens of the City as a whole, or other identifiable fiscal benefits to the City of Keizer administratively.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that

Resolution R2015-2612 (Adopting Use Policies and Rates for the Keizer Community Center Rooms) is hereby repealed in its entirety except for already booked events.

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

3 PASSED this 3rd day of December, 2018.

4
5 SIGNED this 3rd day of December, 2018.

6
7 Cathy Clark
8 Mayor

9
10 Gary Dyl
11 City Recorder



CITY COUNCIL MEETING: OCTOBER 17, 2022

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

THRU: John Teague, Chief of Police

FROM: Wanda Blaylock, Police Executive Assistant

SUBJECT: **HP TONER PLUS MAINTENANCE AGREEMENT**

PROPOSED MOTION:

I move the City Council adopt Resolution R2022-_____ Authorizing the Finance Director to enter into a Toner Plus Maintenance Agreement with Dependable Printer Support (DPS) for the Police Department Executive Assistant's Office.

I. SUMMARY:

A maintenance program for parts, repair service, and toner is offered from Dependable Printer Support for a monthly fee. The IT Department has determined that it would be more cost-effective for the Police Department to utilize the maintenance program offered by Dependable Printer Support.

II. BACKGROUND:

- A. The previous parts/maintenance agreement has expired.
- B. This agreement has been implemented in the past for this particular printer, as well as others in the City.

III. CURRENT SITUATION:

- A. There is no agreement in place for repair, maintenance, or supplies for this printer.
- B. Because there are terms and conditions on the agreement, as well as an auto-renewal, the matter must be presented to the City Council.

IV. ANALYSIS:

- A. **Strategic Impact** – This action supports the long-term goals of the council by allowing employees to operate in an efficient and cost effective manner.
- B. **Financial** – The financial impact of this request is \$60 per month (\$720 per year). The budget includes funds sufficient to cover the cost. Toner obtained through other supply channels will cost more than \$924 per year, and that does not include parts or repair.
- C. **Timing** – Approval of this request will allow the PD executive assistant and others who use the printer to continue operating in a timely and efficient manner.
- D. **Policy/legal** – The local contract bidding ordinance requires Council approval for contracts over two years.

ALTERNATIVES:

- A. Adopt the Resolution authorizing the Finance Director to enter into the agreement with Dependable Printer Support.
- B. Take No Action – The printer, which is paid for, will either become inoperable or will cost significantly more to maintain.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached Resolution.

ATTACHMENT:

- Resolution R2022 - ____ Authorizing the Finance Director to Enter into a Toner Plus Maintenance Agreement with Dependable Printer Support for the Police Department Executive Assistant's Office

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2022-_____
45
6 AUTHORIZING THE FINANCE DIRECTOR TO ENTER INTO A TONER
7 PLUS MAINTENANCE AGREEMENT WITH DEPENDABLE PRINTER
8 SUPPORT FOR THE POLICE DEPARTMENT EXECUTIVE
9 ASSISTANT'S OFFICE
1011
12 WHEREAS, the City of Keizer typically purchases printers and as needed purchases toner for
13 printers;14 WHEREAS, Dependable Printer Support has a maintenance program for parts, service and
15 toner for a monthly fee;16 WHEREAS, it has been determined that it would be more cost-effective for the Police
17 Department to utilize the maintenance program offered by Dependable Printer Support for the
18 Executive Assistant's Office printer;

19 WHEREAS, a one-year agreement has been negotiated with Dependable Printer Support;

20 WHEREAS, the agreement automatically renews for one-year terms;

21 WHEREAS, the monthly costs for the agreement is included in the approved budget and will
22 be included in upcoming fiscal year budgets;

23 NOW, THEREFORE,

24 BE IT RESOLVED by the City Council of the City of Keizer that the Finance Director is
25 hereby authorized to sign the Toner Plus Maintenance Agreement for the Executive Assistant's
26 Office printer, a copy of which is attached hereto and by this reference incorporated herein.
27

1

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

4 PASSED this _____ day of _____, 2022.

5

6 SIGNED this _____ day of _____, 2022.

7

8

9

10 _____
Mayor

11

12

13 _____
City Recorder

Portland Office: Northwest Print Strategies Inc 8175 sw nimbus Beaverton, Or 97008 503.641.5156
 Salem Office: Dependable Printer Support (DPS) 765 Lockhaven Drive NE Keizer, Or 97303 503.581.7475



TONER PLUS maintenance agreement

CUSTOMER NAME

CITY OF KEIZER

ADDRESS

930 CHEMAWA RD NE

CITY	STATE	ZIP
KEIZER	OR	97303

PHONE	FAX
503.856.3435	

CONTACT NAME

WANDA BLAYLOCK

CONTACT TITLE	CONTACT EMAIL
EXECUTIVE ASSISTANT	BLAYLOCKW@KEIZER.ORG

CONTRACT EFFECTIVE DATES

10.10.22 TO 10.09.23

CONTRACT NUMBER

For a base fee covering page use herein described, our factory-trained personnel will render repair service and provide necessary toner supplies during regular business hours for equipment listed below for a period of 12 months in accordance with the terms and conditions set forth on the back of this page. This contract is non-refundable, non-transferable, and noncancellable by customer.

DEVICE #1	MAKE	MODEL	SERIAL	MONO START PAGE COUNT	COLOR START PAGE COUNT
	HP	M454DN	VNB3C09572	2272	12981
DEVICE #2	MAKE	MODEL	SERIAL	MONO START PAGE COUNT	COLOR START PAGE COUNT

*See attached schedule A for additional devices managed. Future equipment not listed that customer would like included as managed under this agreement must be approved by NWPSI/dps and accepted by customer on provided addendum.

Genuine NEW HP supplies to be used:	☒
Compatible supplies to be used:	☐
Device(s) page collection for overage billing purposes if applicable shall occur:	<u>Quarterly</u>
Page collection shall be performed manually on-site by a NWPSI/dps qualified technician:	☐
Page collection shall be performed using remote access via software installed at customer site:	☒

Monthly base fee (billed in advance);	<u>\$60.00</u>
MONO pages included in monthly base:	<u>120</u>
Quarterly overage fee for mono usage exceeding the included:	<u>0.025</u>
COLOR pages included in monthly base:	<u>500</u>
Quarterly overage fee for color usage exceeding the included:	<u>0.114</u>
SPECIAL NOTES/INSTRUCTIONS:	

APPROVED BY NWPSI/DPS:

NWPSI/DPS Authorized	Date
----------------------	------

CUSTOMER ACCEPTANCE:

Authorized Signature	Date
----------------------	------

Printed Name

Title

TERMS AND CONDITIONS

1. This contract includes toner supplies, on site repair, and device parts replacement when needed. Quantity of supplies provided will be at full discretion of NWPSI/dps to ensure devices are in operation. Excessive supply stock at customer site will not be allowed. Agreements that utilize genuine new (oem) HP toner will require customer to install software provided by NWPSI/dps. If provided print management software is not installed and maintained ongoing by customer at their site; then original new (oem) HP toner will not be provided until software is installed and/or effectively synced. On-site repair calls will be made only during normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday (except holidays) and includes all parts and labor. Items such as paper, staples, or any other similar consumable supply items are not included. This contract does not include overhauls, replacement of equipment or accessories, coverage for abuse/misuse, cosmetic damages, cover plates/panels, cassettes, trays, power outages, fire, flood, acts of nature coverage, or repairs made necessary by service performed by other than NWPSI/dps or its authorized representative. This contract also does not include coverage for device operation problems caused by the customer I.T network infrastructure. Agreed coverage and pricing is strictly for the address shown on this agreement. If service is required due to customers use of non-approved supplies, customer agrees to pay any additional charges that may occur due to use of those inferior products.

2. Conditions of Toner Plus Maintenance: All copy yields are predicated on an 8-1/2" x 11" sheet with 6% text coverage. NWPSI/dps shall have the option to charge the Buyer at the then established retail price for any excessive consumption of supplies used in the machine.

3. This contract is non-transferable by the customer without the approval of NWPSI/dps and is automatically renewed for 12 months once the contract term has been exceeded unless the customer furnishes NWPSI/dps with written notification of cancellation thirty (30) days in advance of contract ending. This contract is non-refundable, and non cancellable by the customer. The actual start date of this contract for term shown will begin with the first billing date of which may slightly vary from the time of signature. If NWPSI/dps breaches its obligations to maintain equipment as described under this agreement, Customer shall provide NWPSI/dps with written and dated notice of default. If NWPSI/dps does not cure default within 30 business days; Customer may terminate agreement without incurring additional penalties. Maintenance pricing of this contract may be adjusted annually to the then NWPSI/dps prevailing rates. Annual rate increases (if any), will not exceed 8%.

4. The parties agree that the venue of any legal action brought to enforce or otherwise adjudicate any terms of this agreement will be in the State of Oregon, Washington County. If a collection matter occurs, customer agrees to pay court costs and any attorneys fees. Interest will be charged at 1-1/2% per month after thirty (30) days on unpaid balances. NWPSI/dps reserves the right to withhold service or cancel this Agreement if customer's account is over sixty (60) days delinquent. Upon cancellation; remaining contract term fees will be rendered as due and billed for.

5. No one is authorized to change, alter, or amend the terms or conditions of this Agreement unless agreed to in writing by both parties. However, customer does understand that this agreement is in partnership with the manufacturer (HP) and that at any given time the manufacturer could change specifications outside of NWPSI/dps controls that may constitute immediate changes to agreement during its term.

6. If said maintenance agreement charges are not paid when due, NWPSI/dps may cancel this agreement immediately. If this agreement terminates for any reason; NWPSI/dps will use a reasonable means to repossess property owned by NWPSI/dps including but not limited to toner supplies provided for use in devices covered under this agreement. NWPSI/dps may also use reasonable means to collect remaining minimum base charges associated with the term remaining on contract. Customer consents to NWPSI/dps entering the Customer's premises during regular business hours if needed to collect its property in lieu of an agreement termination.

7. If equipment covered cannot, in the servicing organization's opinion, be properly repaired due to excessive wear or deterioration, or if the device is no longer supported by the manufacturer; NWPSI/dps at their full discretion may withdraw the item(s) of equipment from coverage.

8. **LIMITATION OF LIABILITY.** In no event shall NWPSI/dps be liable in contract, tort, or otherwise for incidental, consequential, special or indirect damages, including without limitation, lost business profits nor damage or destruction of data even if NWPSI/dps has been advised of same. Except as to personal injury, NWPSI/dps maximum liability shall be limited, in any event, to the actual direct damages incurred by Customer, which are caused solely by the acts or omissions of NWPSI/dps and are subject to a maximum liability of the lesser of the amount paid for the Services performed under this Service Agreement (subject to a maximum of twelve (12) months duration) or \$10,000. Customer agrees to provide NWPSI/dps with prompt written notification as to the specifics of any claim for damages and to provide NWPSI/dps with a reasonable opportunity to investigate. No limitation to damages for personal injury is intended.

9. **LIMITATION OF ACTIONS.** No action, regardless of form or basis, arising out of transactions related to this Service Agreement or the services performed, or to be performed may be brought by either party more than 12 months after the cause of action has accrued, except that an action for nonpayment of services by customer that may be brought within two (2) years after the date of last payment.

Customer sign below in acceptance of the agreement terms and conditions. It is understood and agreed upon that NWPSI/dps will sign and deliver a copy to customer that may include newly added reasonable contemporaneous data such as the device(s) serial and contract number.

Furthermore signor is authorized and has authority to bind Company to this Contract as the agent, representative, member, partner, or officer.

Authorized Signature:: _____ Dated: _____



MINUTES
KEIZER CITY COUNCIL
Monday, October 3, 2022
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Pro Tem Elizabeth Smith called the meeting to order at 7:00 pm.
Roll call was taken as follows:

Present:

Laura Reid, Councilor
Shaney Starr, Councilor
Kyle Juran, Councilor
Elizabeth Smith, Councilor
Daniel Kohler, Councilor
Angelica Sarmiento Avendano,
Youth Councilor

Staff:

Adam Brown, City Manager
Tim Wood, Assistant City
Manager/Finance Director
Shannon Johnson, City Attorney
Bill Lawyer, Public Works
John Teague, Police Chief
Tracy Davis, City Recorder

Absent:

Cathy Clark, Mayor
Roland Herrera, Councilor

FLAG SALUTE

Mayor Pro Tem Smith led the pledge of allegiance.

**SPECIAL ORDERS
OF BUSINESS**

a. PROCLAMATIONS
Indigenous
Peoples Day

Mayor Pro Tem Smith read the Proclamation recognizing October 10 as Indigenous Peoples Day and presented the Proclamation to her daughter and Grand Ronde Tribe member, Samantha Nixon. Her daughter thanked the City for their willingness to step up and speak up on behalf of the Tribes.

b. National
Disability
Employment
Awareness
Month

Mayor Pro Tem Smith read the proclamation recognizing October 2022 as National Disability Employment Awareness Month and presented it to Victoria Miles with Integrated Supports for Living who shared information on how the organization helps people with specialized needs find integrated competitive employment within the community.

COMMITTEE
REPORTS

- a. Audit Committee Member Appointment:** Mayor Pro Tem Smith announced the appointment by Mayor Clark of Melissa Martin to the Audit Committee effective immediately.
- b. Community Diversity Engagement Committee Member Appointment:** Councilor Reid announced the resignation of Rev. Dr. R.W. Taylor, thanked him for his efforts and announced the appointment of Benita Picazo to fill the remainder of his term and the next term expiring November 30, 2025.

PUBLIC COMMENT None**PUBLIC HEARING****a. Budget Resolutions**RESOLUTION – Authorization for Supplemental Budget – Sewer FundRESOLUTION – Authorization for Supplemental Budget – Water Fund and Stormwater FundRESOLUTION – Authorization for Supplemental Budget – Water Facility FundRESOLUTION – Authorization for Supplemental Budget – Street FundRESOLUTION – Authorization for Supplemental Budget – American Rescue Plan Act FundRESOLUTION – Authorization for Supplemental Budget – General Fund – Police DepartmentRESOLUTION – Authorization for Supplemental Budget – Parks Services Fund*Mayor Pro Tem Smith opened the Public Hearing.*

Assistant City Manager/Finance Director Tim Wood summarized his staff report for all Resolutions.

*With no further testimony, Mayor Pro Tem Smith closed the Public Hearing.*Council agreed by consensus to move all resolutions with one motion.

Councilor Reid moved that the Keizer City Council adopt the seven resolutions attached to the staff report authorizing supplemental budgets. Councilor Kohler seconded. Motion passed as follows:

AYES: Reid, Smith, Kohler, Starr and Juran (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark and Herrera (2)

b. RESOLUTION – Exemption of McLeod Avenue Storm Drain Rehabilitation Contract from Competitive Bidding and Awarding Contract to Michels Trenchless, Inc.*Mayor Pro Tem Smith opened the Public Hearing.*

Public Works Director Bill Lawyer summarized his staff report and fielded questions regarding the effectiveness of lining of the pipes.

Susan Lelack, Keizer, asked if it was unusual for a pipe to crack and how other cities address this issue. Mr. Lawyer explained that it is unusual on pipes less than 20 years old and that other cities have used this vendor.

With no further testimony, Mayor Pro Tem Smith closed the Public Hearing.

Councilor Reid moved that the Keizer City Council adopt a Resolution - Exemption of McLeod Avenue Storm Drain Rehabilitation Contract from Competitive Bidding and Awarding Contract to Michels Trenchless, Inc. Councilor Kohler seconded. Motion passed as follows:

AYES: Reid, Smith, Kohler, Starr and Juran (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark and Herrera (2)

ADMINISTRATIVE ACTION

a. ORDINANCE – Relating to the Regulation of Fireworks Within the City of Keizer

City Attorney Shannon Johnson summarized his staff report and fielded questions from Council regarding various aspects of the ordinance. City Manager Adam Brown explained that he would be working with the Police Department to get information out on Social Media.

Councilor Reid moved that the Keizer City Council adopt a Bill for an Ordinance Relating to the Regulation of Fireworks Within the City of Keizer. Councilor Kohler seconded. Motion passed as follows:

AYES: Reid, Smith, Kohler, Starr and Juran (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark and Herrera (2)

b. Keizer Community Dinner – American Rescue Plan Act (ARPA) Funding

Mr. Wood summarized his staff report. Councilor Kohler shared some history of the community dinners noting that the purpose is to get the community together so that people can get to know each other. Councilor Reid commended the efforts of community dinner volunteers.

Councilor Reid moved that the Keizer City Council authorize the City Manager to enter into an agreement with St. Edward Catholic Church to provide financial support from the ARPA Fund for the Keizer Community Dinner. Councilor Kohler seconded. Motion passed as follows:

AYES: Reid, Smith, Kohler, Starr and Juran (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark and Herrera (2)

CONSENT CALENDAR

- a. RESOLUTION – Authorizing the City Manager to Award and Enter Into a Contract with Knife River Corporation-Northwest for Grading, Paving and Resurfacing Work in Keizer Rapids Park
- b. RESOLUTION – Authorizing the City Manager to Sign Addendum #2 to Site Lease (City Hall Cell Site)
- c. Approval of September 6, 2022 Regular Session Minutes
- d. Approval of September 12, 2022 Work Session Minutes
- e. Approval of September 19, 2022 Regular Session Minutes

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

AYES: Reid, Smith, Kohler, Starr and Juran (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark and Herrera (2)

OTHER BUSINESS

Mr. Brown reported that the artificial turf field stakeholders met last week to review plans and express priorities. Plans will be shared soon.

STAFF UPDATES

Mr. Lawyer announced that construction on Windsor Island Road might cause some traffic delays in the area.

COUNCIL MEMBER REPORTS

Councilor Juran reported on a KeizerFest meeting he had attended noting that the event went well and it is hoped that it can be at Keizer Rapids Park again next year.

Councilor Star noted that she was looking forward to the League of Oregon Cities Conference and wished her mother a happy birthday.

Councilor Kohler reported on meetings and events he had attended and announced volunteer opportunities on city committees.

Councilor Reid announced the upcoming Community Diversity Engagement Committee meeting and invited anyone interested to attend and share ideas on how to engage neighbors in their neighborhood association meetings.

Youth Councilor Angelica Sarmiento announced that the National Honor Society is hosting a 'trunk or treat' and she will be part of a Project Chamber concert at the Elsinore on October 13.

Mayor Pro Tem Smith announced that Red Cross is looking for volunteers to assist in relief efforts after Hurricane Ian.

AGENDA INPUT

October 10, 2022 - 6:00 p.m. - City Council Work Session

- Marion County Health Presentation – Mobile Crisis Unit

October 17, 2022 – 7:00 p.m. - City Council Regular Session

November 7, 2022 – 7:00 p.m. - City Council Regular Session

ADJOURNMENT

Mayor Clark adjourned the meeting at 7:56 p.m.

MAYOR:

APPROVED:

~ Absent ~

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

~ Absent ~

Councilor #4 – Roland Herrera

Councilor #2 – Shaney Starr

Councilor #5 – Elizabeth Smith

Councilor #3 – Kyle Juran

Councilor #6 – Daniel R. Kohler

Minutes approved: _____

City Council Written Comments
October 4, 2022 thru October 17, 2022

- Matt Straite – Keizer resident - CFEC Thank you
- Audrey Butler – Keizer Community Foundation – thank you for funding for
Keizer Closet Project

Davis, Tracy

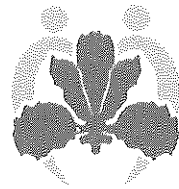
From: Matt Straite <mstraite@cityofmillersburg.org>
Sent: Tuesday, October 4, 2022 1:11 PM
To: Wood, Tim; Administrator; Davis, Tracy
Subject: CFEC Thank you

CAUTION: This email originated from Outside Your Organization. Exercise caution when opening attachments or on clicking links from unknown senders. Please contact Information Technology for assistance.

As a resident of Keizer, I want to thank you, my City for standing up to the DLCD and the new Climate Friendly and Equitable Communities regulations. Home Rule is important and should not be disregarded by the State. Thank you for standing up, I am only one citizen, but thank you!

Matt Straite
Community Development Director
City of Millersburg
458-233-6306





**Keizer Community
FOUNDATION**

Public Art - Leadership - Community Giving

October 4, 2024

Keizer City Council
Keizer, OR. 97303

Dear Madam Mayor and Keizer City Council Members,

We wish to acknowledge and thank the Keizer City Council and budget committee for their distribution of ARPA funds to the Keizer Closet project.

During Covid, when schools were closed, all of the food and supplies readied for "The Keizer Klosets" were redistributed to our local food bank, to help our children and their families. At that time, funds we had for food purchases were redirected to the Keizer Food Bank to aid in food purchases.

We started anew as we prepared for the 2022–2023 school year, and the City Council stepped up to help!

The City Council recognized this important project in feeding and providing hygiene necessities, shoes and coats for Keizer Kids and supported us with ARPA funding.

So, we say a BIG THANK YOU on behalf of the 10 public schools, educators and school children located in Keizer. The ARPA funding put us on solid ground to begin this year, but we must not lose sight of needs for children, and continue to support this worthy project.

If you want to help with our mission, please donate to "The Keizer Closet". You can do so at: The Keizer Community Foundation, P.O. Bo 20221, Keizer OR. 97303 or visit our website: <https://whirllocal.io/company/keizer-community-foundation/> or on our Facebook Page : The Keizer Community Foundation.

With sincere thanks,

The Keizer Community Foundation
Audrey T. Butler President

A handwritten signature in cursive script that reads "Audrey T. Butler". The signature is fluid and elegant, with the first and last names being more prominent than the middle initial.

Keizer Community Foundation Board:

Robert Miller, Vice President
Mary Opra, Treasurer
Katherine Wilson, Board Member
Kelly Walther, Board Member
Lore Christopher, Board Member
Fernando Martinez, Board Member

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2022-_____

AUTHORIZING THE CITY MANAGER TO SIGN THE
AMENDMENT OF CONTRACT FOR REPAINTING OF
PAVEMENT MARKING LEGENDS

WHEREAS, Hicks Striping & Curbing, Inc. entered into a Contract for
Repainting of Pavement Marking Legends dated June 8, 2021 (the "Contract");

WHEREAS, the Contract ends on October 18, 2022 unless by written mutual
agreement of the parties, it is extended;

WHEREAS, the parties desire to extend the Contract for one year to October 16,
2023;

WHEREAS, Hicks Striping & Curbing, Inc. has requested that the contract sum
for the extended year be amended;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City
Manager is authorized to sign the attached Amendment of Contract for Repainting of
Pavement Marking Legends on behalf of the City.

PASSED this _____ day of _____, 2022.
SIGNED this _____ day of _____, 2022.

Mayor

City Recorder

AMENDMENT OF CONTRACT
FOR REPAINTING OF PAVEMENT MARKING LEGENDS

PARTIES: CITY OF KEIZER, an Oregon
municipal corporation (hereinafter "Owner")

HICKS STRIPING & CURBING, INC.,
an Oregon corporation (hereinafter "Contractor")

RECITALS:

- A. Owner and Contractor entered into that certain Contract for Repainting of Pavement Marking Legends on June 8, 2021 (hereinafter "Contract").
- B. The Contract ends on October 18, 2022 unless by written mutual agreement of the parties, it is extended
- C. Owner and Contractor desire to extend the Contract for one year to October 16, 2023.
- D. Contractor has requested that the contract sum for the extended year be amended.

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

AGREEMENT:

1. Section 2 of the Contract shall be amended as follows:
 2. TIME OF COMPLETION. Upon full execution of the Contract and submittal of all required insurance documentation, the Contractor shall commence the work covered by this Contract on July 1, 2021 and shall coordinate this work with the Public Works Director and/or designee to assure completion of all aspects of the project relating to schools or school zones for the first year no later than September 1, 2021. The remainder of the work for the first year shall be completed between July 1, 2021 and October 18, 2021. Contractor shall commence the work covered by this Contract on July 1, 2022 to assure completion of all aspects of the project relating to schools or school zones for the second year no later than September 1, 2022. The remainder of the work for the second year shall be completed between July 1, 2022 and October 18, 2022.

Contractor shall commence the work covered by this Contract on July 1, 2023 to assure completion of all aspects of the project relating to schools or school zones for the third year no later than September 1, 2023. The remainder of the work for the third year shall be completed between July 1, 2023 and October 16, 2023. These timelines are subject to adjustments as provided for in the Contract Documents. **Time limits stated above are of the essence of this Contract.**

2. Section 6 of the Contract shall be amended as follows:

6. **CONTRACT SUM.** The Contract Sums are as described on the Contractor's Proposal attached hereto and by this reference incorporated herein. Unless the Contract states otherwise, the actual sum payable to Contractor for the work shall be based on the Contractor's Proposal. For the third year of the Contract, the actual sum payable to Contractor for the work shall be based on the Contractor's Proposal for Year 2 (2022) plus ten percent (10%).

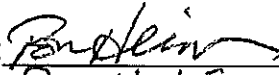
3. Except as specifically modified herein, all remaining terms, conditions, obligations and duties set forth in the Contract shall remain in full force and effect.

4. 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.

CITY OF KEIZER

HICKS STRIPING & CURBING, INC.

By: _____
Adam J. Brown
City Manager

By: 
Ron Hicks
Gen. MGR.

Dated: _____

Dated: 10/17/22

APPROVED AS TO FORM:

Keizer City Attorney