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AGENDA

KEIZER CITY COUNCIL

REGULAR SESSION

Monday, December 18, 2023

7:00 PM

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

1. CALL TO ORDER

2. ROLL CALL

3. FLAG SALUTE

4. SPECIAL ORDERS OF BUSINESS

5. COMMITTEE REPORTS

6. PUBLIC COMMENTS

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

7. PUBLIC HEARINGS

- a. **RESOLUTION** - Authorization for Supplemental Budget - Street Lighting District Fund

RESOLUTION - Authorization for Supplemental Budget - Water Fund and Water Facility Fund

- b. **ORDINANCE** - Declaring a Lien Against Property Located at 4843 Juniper Court North, Keizer, Oregon and Directing the City Recorder to Enter Such Lien in the Minor Lien Docket Pursuant to Ordinance No. 2009-590 (Providing for the Control and Removal of Noxious Vegetation); Declaring an Emergency

8. ADMINISTRATIVE ACTION

- a. **RESOLUTION** - Authorizing the Mayor and Council President to Execute Amended Employment Agreement for City Manager

9. CONSENT CALENDAR

a. **Approval of November 20, 2023 Regular Session Meeting 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**

January 2, 2024 (Tuesday) - City Council Regular Session

January 8, 2024 - City Council Work Session

Discussion regarding Utility Service utilizing the Public Right-of-Way and Communications License Law.

January 16, 2024 (Tuesday) - City Council Regular Session

January 18, 2024 (Thursday) - Joint City Council & Traffic Safety/ Bikeways/ Pedestrian Committee Meeting

Neighborhood Traffic Management Program

January 22, 2024 - City Council Work Session

Review Status of Short-Term Goals

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."



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Tim Wood, Assistant City Manager
Subject: Resolution - Supplemental Budget Street Lighting District Fund, Water Fund and Water Facility Fund

Proposed Motion

I move that the City Council adopt Resolution R2023-_____ Authorization for Supplemental Budget - Street Lighting District Fund.

And

I move that the City Council adopt Resolution R2023-_____ Authorization for Supplemental Budget - Water Fund and Water Facility Fund

I. Summary

Oregon Budget Law provides that a supplemental budget may be adopted when an occurrence or condition that was not known at the time the budget was prepared requires a change in financial planning.

Street Lighting District Fund - Portland General Electric (PGE) has approved a general rate increase for all PGE customers ranging from 11.0% to 17.2% with an effective date of January 1, 2024. In anticipation of the rate increase, the requested supplemental budget is to recognize and appropriate \$25,000 in additional working capital and to transfer \$25,000 from contingency to operating expenses to provide for the increased electrical costs.

Water Fund and Water Facility Fund - Through the monthly financial review process, differences between the adopted budget and anticipated expenditures were identified.

II. Background

- A. Oregon Budget Law provides that a supplemental budget may be adopted when an occurrence or condition that was not known at the time the budget was prepared requires a change in financial planning.
- B. When a supplemental budget will adjust fund expenditures by 10 percent or less, the supplemental budget may be adopted by resolution at a regularly scheduled meeting

- of the City Council. The budget committee is not required to be involved.
- C. When a supplemental budget will adjust fund expenditures by 10 percent or more, then a public hearing must be held and public comment taken before adoption of the resolution authorizing the supplemental budget. The budget committee is not required to be involved.

III. **Current Situation**

- A. The public hearing for the supplemental budget was noticed in the December 8, 2023 edition of the Keizertimes.
- B. City Staff has identified that in response to the approved electrical rate increase, which takes effect January 1, 2024, a supplemental budget in the Street Lighting District Fund will be required to ensure adequate appropriations are available for the increased electrical costs.
- C. City Staff has identified differences between the adopted budget and anticipated expenditures in the Water Fund which will require a supplemental budget to provide for the current anticipated operating expenditures.
1. Specifically, materials and services should have been budgeted at \$1,920,900 to provide for anticipated maintenance costs, diesel, chemicals and contractual services. However, it was only budgeted at \$1,831,900.
 2. Capital outlay should have been budgeted at \$176,000 to provide for anticipated field equipment and water meter costs but was only budgeted for \$146,000.
 3. The supplemental budget is to recognize and appropriate \$69,000 in additional working capital and to reclassify \$50,000 in transfers to increase material and service appropriations by \$89,000 and capital outlay appropriations by \$30,000 to provide for the current anticipated operating expenditures in the Water Fund. To offset the reduction in the transfers, the transfers into the Water Facility Fund have been reduced by \$50,000.

IV. **Analysis**

- A. **Strategic Impact** - Not Applicable
- B. **Financial** - The supplemental budget for the Street Lighting District Fund will provide for \$50,000 in additional appropriations to provide for the increased electrical costs. The additional appropriations will not impact the anticipated ending fund balance as they are due to additional working capital being appropriated and a transfer of existing contingency amounts.

The supplemental budget for the Water Fund and Water Facility Fund will provide for \$69,000 in additional appropriations to provide for the current anticipated expenditures for Fiscal Year 2023-24. The additional appropriations will not impact the anticipated ending fund balance as they are due to additional working capital being appropriated and a reallocation of transfers.

- C. **Timing** - The supplemental budget authorizations will take effect immediately upon adoption and be incorporated into the Fiscal Year 2023-24 Adopted City of Keizer Budget.
- D. **Policy/Legal** - Oregon Revised Statute provides that a supplemental budget may be adopted when an occurrence or condition that was not known at the time the

budget was prepared requires a change in financial planning.

When a supplemental budget adjusts fund expenditures by 10 percent or more, then a public hearing must be held and public comment taken before adoption of the resolution authorizing the change. The budget committee is not required to be involved.

V. Alternatives

- A. Adopt the attached resolutions.
- B. Take No Action - The City will need to identify alternate existing appropriations available or reduce spending to accommodate the change in financial planning.

VI. Recommendation

Staff recommends that the City Council open the public hearing and take any public testimony. If there are no questions, the Council should close the hearing and adopt the attached resolutions.

Attachments

- 1. RES_CC_Authorization for Supplemental Budget - Street Lighting Fund_12 18 23
- 2. RES_CC_Authorization for Supplemental Budget - Water and Water Facility Fund_12 18 23

"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 R2023-_____

AUTHORIZATION FOR SUPPLEMENTAL BUDGET - Street Lighting District Fund

WHEREAS ORS 294 provides that a supplemental budget may be adopted when an occurrence or condition that was not known at the time the budget was prepared requires a change in financial planning.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Keizer, that the following appropriations be made for fiscal year ending June 30, 2024:

	Adopted/ Amended Budget	Adjustment		Revised Budget
		Increase	Decrease	
Street Lighting District Fund				
Working Capital Carryforward	467,700	25,000	-	492,700
Materials and Services	460,500	50,000	-	510,500
Contingency	130,000	-	25,000	105,000
This supplemental budget is to recognize and appropriate \$25,000 of additional working capital and transfer \$25,000 from contingency to materials and services to provide for increased electrical costs associated with rate increases by the underlying electrical providers.				

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

PASSED this _____ day of _____, 2023

SIGNED this _____ day of _____, 2023

Mayor

City Recorder

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2023-_____

AUTHORIZATION FOR SUPPLEMENTAL BUDGET - Water Fund and Water Facility Fund

WHEREAS ORS 294 provides that a supplemental budget may be adopted when an occurrence or condition that was not known at the time the budget was prepared requires a change in financial planning.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Keizer, that the following appropriations be made for fiscal year ending June 30, 2024:

	Adopted/ Amended Budget	Adjustment		Revised Budget
		Increase	Decrease	
Water Fund				
Working Capital Carryforward	1,112,200	69,000	-	1,181,200
Materials and Services	1,831,900	89,000	-	1,920,900
Capital Outlay	146,000	30,000	-	176,000
Transfers Out	650,000	-	50,000	600,000
Water Facility Fund				
Transfers In	650,000	-	50,000	600,000
This supplemental budget request is to recognize and appropriate \$69,000 of additional working capital and reclassify \$50,000 in Transfers Out to operating expenditures in the Water Fund. To offset the reduction in transfers out, the transfers into the Water Facility Fund have reduced by \$50,000. The adjustments are to reflect the current anticipated expenditures for Fiscal Year 2023-24 in the Water Fund and Water Facility Fund.				

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

PASSED this _____ day of _____, 2023

SIGNED this _____ day of _____, 2023

Mayor

City Recorder



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Shane Witham, Planning Director
Subject: ORDINANCE - Declaring a Lien for Nuisance Abatement Costs at 4843 Juniper Ct N

Proposed Motion

I move the City Council adopt Ordinance 2023-____ Declaring a Lien Against Property Located at 4843 Juniper Court North, Keizer, Oregon and Directing the City Recorder to Enter Such Lien in the Minor Lien Docket Pursuant to Ordinance No. 2009-590 (Providing for the Control and Removal of Noxious Vegetation); Declaring an Emergency.

I. Summary

This matter is before the Council for public hearing under Ordinance No. 2009-590. The property in question, located at 4843 Juniper Court North, Keizer, Oregon was in violation of City Ordinance for noxious vegetation violations located on the property. The property owner was given notice of such violations by regular and certified mail, and the property was posted. The property was vacant and no response was received, so the City proceeded to abate the nuisance.

II. Background

- A. The property was in violation of City Ordinance No. 2009-590 for noxious vegetation and the property owner was given notice of such violations. Notices were mailed and posted on the property. The property was vacant, and no response was received.
- B. After the owner failed to correct the violations, the City abated the nuisance by hiring a landscape contractor to cut the tall grass and weeds on the property. The total abatement costs, including the ten percent administrative charge, is \$1,254.00. The large expense was due to significant blackberry removal.
- C. Ordinance 2009-590 requires that a public hearing be held by City Council for a statement exceeding \$1,000.00.

III. Current Situation

- A. The nuisance has been abated and an invoice and statement of costs was sent to the property owner.

- B. Once City Council has determined the correctness of the Statement of Costs and declares a lien against the property, the City will hopefully be able to recapture the costs of the abatement.

IV. Analysis

- A. **Strategic Impact** - No strategic impact
- B. **Financial** - The financial impact of this request is \$1,254.00. The nuisance abatement budget is sufficient to cover the cost and was used to pay for the noxious vegetation removal.
- C. **Timing** - Notice of the public hearing has been published identifying this time for the public hearing. Approval will allow the City to place a lien on the minor lien docket so that City costs can be recaptured.
- D. **Policy/Legal** - Ordinance No. 2009-590 requires a public hearing before City Council to determine the correctness of the statement of costs and declare a lien upon the subject property for statements exceeding \$1,000.00

V. Alternatives

- A. Adopt the attached Ordinance.
- B. Take No Action - The City will not be able to recapture the costs of the abatement.

VI. Recommendation

Staff recommends that City Council open the public hearing, and unless there are specific questions, close the public hearing and adopt the attached Ordinance Declaring a Lien Againsts Property Located at 4843 Juniper Court North, Keizer, Oregon and Directing the City Recorder to Enter Such Lien in the Minor Lien Docket Pursuant to Ordinance No. 2009-590 (Providing For the Control and Removal of Noxious Vegetation); Declaring an Emergency.

Attachments

1. ORD_CC_Declaring Lien - 4843 Juniper Court North_12 18 2023

"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 A BILL

ORDINANCE NO.
2023-_____

3 FOR

4 AN ORDINANCE

5
6
7
8 DECLARING A LIEN AGAINST PROPERTY LOCATED AT
9 4843 JUNIPER COURT NORTH, KEIZER, OREGON AND
10 DIRECTING THE CITY RECORDER TO ENTER SUCH
11 LIEN IN THE MINOR LIEN DOCKET PURSUANT TO
12 ORDINANCE NO. 2009-590 (PROVIDING FOR THE
13 CONTROL AND REMOVAL OF NOXIOUS VEGETATION);
14 DECLARING AN EMERGENCY

15
16 WHEREAS, the City of Keizer Ordinance No. 2009-590 provides that a Person
17 Responsible, as defined in the Ordinance, shall have the duty to abate noxious
18 vegetation as defined in the Noxious Vegetation Ordinance; and

19 WHEREAS, the person or persons responsible for the property located at 4843
20 Juniper Court North, Keizer, Oregon have failed to comply with the Keizer Noxious
21 Vegetation Ordinance (No. 2009-590) after being duly given the notice required under
22 such Ordinance; and

23 WHEREAS, the City Manager, or his designee was required to go upon such
24 property to remove the noxious vegetation under the power given to such city officials
25 under the Keizer Noxious Vegetation Ordinance; and

26 WHEREAS, after such work was performed, the City Manager or his designee
27 notified the persons responsible by certified mail of the sum of money due to the City

1 of Keizer for such work performed and such person was duly notified of the public
2 hearing to consider and assess such cost as a lien against the property; and

3 WHEREAS, pursuant to Keizer Noxious Vegetation Ordinance, the matter was
4 heard by the City Council at public hearing on December 18, 2023, after reasonable
5 opportunity for objections;

6 NOW, THEREFORE,

7 The City of Keizer ordains as follows:

8 Section 1. CORRECTNESS OF STATEMENT. The City Council declares
9 the correctness of the statement of costs as set forth in Exhibit "A", attached hereto,
10 and by this reference incorporated herein.

11 Section 2. DECLARATION OF LIEN. The amount set forth on the
12 statement of costs regarding the property located at 4843 Juniper Court North, Keizer,
13 Oregon is declared to be a lien upon such property, as more particularly described in
14 Exhibit "B" attached, and by this reference incorporated herein.

15 Section 3. ENTRY IN LIEN DOCKET. The City Recorder is directed to
16 enter the amount set forth in Exhibit "A" into the minor lien docket and such amount
17 shall be a lien against the property described in Exhibit "B" from the date of such entry.
18 Such lien shall accrue interest at the rate of nine percent (9%) per annum from the date
19 of entry in the lien docket until paid.

1 Section 4. EMERGENCY CLAUSE. This Ordinance being necessary for
2 the immediate preservation of the public health, safety, and welfare, an emergency is
3 declared to exist and this Ordinance shall take effect immediately upon its passage.

4 PASSED this _____ day of _____, 2023.

5

6 SIGNED this _____ day of _____, 2023.

7

8

9

10

Mayor

11

12

13

City Recorder

EXHIBIT "A"

Noxious Vegetation Abatement at
4843 Juniper Court North, Keizer, Oregon

Statement of Costs Summary

Itemization of Abatement Costs if Paid Prior to December 2, 2023 Per Statement of
Costs Attached Hereto:

Nuisance Abatement	\$1,140.00
Administrative Charge	\$ 114.00

Additional Expenses Occurred as a Result of Failure to Pay by December 2, 2023:

Newspaper Publication	\$ 73.00
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Total Amount to Become a Lien Against the Property:

TOTAL COSTS	\$1,327.00
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Such lien shall accrue interest at the rate of nine percent (9%) per annum from the date
of entry in the lien docket until paid.

City of Keizer
STATEMENT OF COSTS FOR NUISANCE ABATEMENT
At 4843 Juniper Court North, Keizer, Oregon

Date of this Statement: November 22, 2023

To: Katherine Quaschnick (Responsible Person)
4843 Juniper Ct N
Keizer, OR 97303

Marion County
c/o Scott A. Norris
Assistant Legal Counsel
Marion County Legal Counsel
555 Court Street NE
PO Box 14500
Salem, OR 97309

Occupants (Responsible Person)
4843 Juniper Court North
Keizer, OR 97303

1. Itemization of Abatement Costs:

<u>Item</u>	<u>Amount</u>
Removal of noxious vegetation	\$1,140.00
Administrative charge (10%)	\$ 114.00
TOTAL COSTS	\$1,254.00

2. Costs to be Assessed:

The above costs may be assessed against the subject property unless paid in full within ten (10) days from the date of this statement as shown above. Please address your payment to the City of Keizer, PO Box 21000, Keizer, OR 97307-1000.

3. Public Hearing:

The Keizer City Council will hold a public hearing on December 18, 2023, at 7:00 p.m. in the Robert L. Simon Council Chambers, Keizer Civic Center, 930 Chemawa Road NE, Keizer, Oregon, to determine the correctness of this Statement of Costs and to declare a lien against the subject property..

4. Interest to Accrue:

If not paid prior to December 2, 2023, the lien for costs shall bear interest at the rate of nine percent (9%) per annum from the date of entry of the lien, in the lien docket.

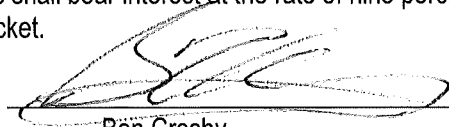

Ben Crosby
City of Keizer
Code Compliance Officer

EXHIBIT "B"

Lot 7, Block 2, JUNIPER SUBDIVISION, in the City of Keizer,
Marion County, Oregon.



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Machell DePina, Human Resources Director
Subject: City Manager Contract

Proposed Motion

I move that the City Council adopt Resolution R2023-_____ Authorizing the Mayor and Council President to execute Amended Employment Agreement for City Manager.

I. Summary

The City Manager and the City Attorney contracts are one-year contracts renewable annually by council approval. This term of the contract was brought up in the City Manager's annual review and Council approved working on a proposal to amend the term to be more consistent with other communities. The terms of the Amended Employment Agreement were negotiated between City Council and City Manager Brown with the assistance of the City's Labor Attorney and Human Resources Director. The current contract expires June 30, 2024, but notice for extension must be sent by December 31, 2023.

II. Background

- A. The City Council entered into an employment contract with City Manager Brown on March 14, 2022 and he began his employment with the City of Keizer on April 25, 2022.
- B. The current contract provides for an annual evaluation before June 1st of each year. The term, however, states that the Council shall act before December 31st of each year to extend the contract. So, even though the evaluation happens in June, the extension of the contract is not done until another 6 months later. If the contract is not extended by December 31st, it expires on June 30th of the next year.
- C. During negotiations for the City Manager's contract, he brought to the attention of the City that he was concerned about the term of the contract being only one year. A fixed-year contract is unusual and a one-year contract is more unique among city managers within the state.
- D. The City Attorney is also under the same one-year term. Knowing that the City Attorney would be replaced in the next two years due to retirement, City Manager Brown was told that we could review that issue as we approached hiring the city attorney so that it would not be a hindrance to replacing the city attorney.

- E. At the City Manager's most recent evaluation, the City Council agreed to work with the City Manager to amend the contract term.
- F. Additionally, the City Manager requested an amendment to Section 2.04: Automobile.

III. **Current Situation**

- A. The Human Resources Director has provided a review of compensation and contract terms with other Oregon cities. The survey results are attached and address all compensation issues with specific nuances about contracts in each city.
- B. The City Manager requested term lengths from other managers in the state and received the following responses.

City	Term	Included in Keizer Comps
Albany	Indefinite	Yes
Boardman	Indefinite	
Canby	Indefinite	
Clatskanie	Indefinite	
Corvallis	Indefinite	Yes
Creswell	Indefinite	
Lafayette	Indefinite	
LaGrande	Indefinite	
Lake Oswego	Indefinite	Yes
McMinnville	Indefinite	Yes
Milton Freewater	Indefinite	
Mt Angel	3 Years	
Myrtle Creek	Indefinite	
Newberg	4 Years	Yes
North Bend	4 Years and then Indefinite	
Ontario	Indefinite	
Oregon City	Indefinite	Yes
Rogue River	Indefinite	
Salem	Indefinite	
Tigard	Indefinite	Yes

Tualatin	Indefinite	Yes
Vaneta	2 Years and then Indefinite	
Waldport	Indefinite	
West Linn	2 Years	Yes
Woodburn	Indefinite	Yes

- C. As the table shows, the majority of cities throughout the state have an indefinite term.
- D. This does not preclude the City from terminating the contract at any time. Separation follows the terms set forth in Article 3 of the contract.
- E. This does not change Section 1.06: Performance Evaluation. The annual evaluation provides an opportunity for the City Manager to get direct feedback from the Council and City Manager Brown looks forward to receiving that direction from the Council each year.
- F. Legal Counsel explained legal liabilities and risks associated with fixed-term contracts and that risk to the City is reduced with transition away from this type of contract.
- G. The request to adjust Section 2.04: Mileage Reimbursement is to reimburse the City Manager for trips outside the proximity of Keizer. State meetings he has attended, such as those in Seaside and Pendleton have required him to cover unreimbursable expenses out of pocket for fuel, since the current contract does not provide for any mileage reimbursement. A 60-mile radius would exclude nearly all of his business travel except for state conferences, consistent with the Keizer Personnel Policy Manual.
- H. The City Council met in Executive Session on December 11th and directed the Mayor to negotiate the terms of the contract. The City Manager signed the new contract on December 13, 2023.

IV. **Analysis**

- A. **Strategic Impact** - The City Manager's work is directly tied to carrying out the City's strategic plan.
- B. **Financial** -
 - 1. Changing to an indefinite term does not change any cost to the City.
 - 2. Legal liability risk is reduced with the indefinite term requiring a release of all legal claims against the City.
 - 3. The cost for mileage for trips greater than 60 miles is estimated to be less than \$800. In 2023, conferences in Pendleton, Seaside and Eugene would have resulted in less than \$500 in mileage reimbursements and are typical of conferences the City Manager attends.
- C. **Timing** - If approved, the contract changes would be effective on January 1, 2024. Extension of the City Manager Contract must be done prior to December 31st, or it will expire on June 31, 2024
- D. **Policy/Legal** - The City Council is charged with hiring the City Manager and approving the contract as per the City Charter.

V. Alternatives

- A. Adopt the attached Resolution.
- B. Take no action and the current contract expires on June 30, 2024.

VI. Recommendation

Staff recommends adoption of the attached Resolution.

Attachments

- 1. CM Comps - August 2023
- 2. RES_CC_Resolution Authorizing Signing of City Manager Amended Employment Agreement
- 3. EXH_CC_Exh A - Amended Employment Agreement for City Manager_12 18 2023

“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 MANAGER COMPENSATION SURVEY - AUGUST/SEPTEMBER 2023											
Jurisdiction	Population (2022 PSU Data)	Annual Salary	PERS 6% Pickup?	PERS Pickup Adjustment	Deferred Comp Percent	Deferred Comp Value	HRS/HAS/VEBA Contribution (Annual)	Car Stipend (Annual)	Cell Phone Stipend (Annual)	Total Comp	Notes
Albany	57,322	\$196,598.39	Yes	N/A	8.00%	\$15,727.87	\$2,000.00	\$0.00	\$960.00	\$215,286.26	Recent changes include increase in DC from 5% to 8%, Additional 2% COLA effective January 1, 2024 and car stipend (\$3,600) was rolled into salary. Contract is for an indefinite term and includes provision requiring 90 day written notice of resignatoin.Severance is 6 mo. plus an addt'l mo. for each year of continuous employment up to 12 mo.
Corvallis	59,434	\$219,832.20	Yes	N/A	12.00%	\$26,379.86	\$0.00	\$0.00	\$900.00	\$247,112.06	All Exempt Employees with fewer than 15 years of service may buy back up to 2 weeks of vacation leave per payroll fiscal year, Exempt Employees with at least 15 years of service are eligible to buy back up to 3 weeks, contract for indefinite term, severance for term w/o cause is 15 mo. and addtl month for each successful eval not to exceed a total of 24 mo.
Lake Oswego	41,148	\$197,982.00	Yes	N/A	5.00%	\$9,899.10	\$0.00	\$6,000.00	\$600.00	\$214,481.10	Deferred Comp is a match. Vacation sell back of up to 120 hrs. per year. Contract for term of employment, not extended or renewed. Severance for term w/o cause is 6 mo. plus amt. equaling the 5% match plus COBRA for 6 mo. or until they get same or better benefits, whichever is first.
McMinnville	34,515	\$192,096.00	Yes	N/A	8.00%	\$15,367.68	\$0.00	\$3,000.00	\$0.00	\$210,463.68	City-provided cell phone. Contract is indifinite. Severance for Term w/o cause is 6 mo.
Newberg	25767	\$164,324.16	Yes	N/A	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$164,324.16	Cell phone provided, no car allowance or other stipends, 4 year contract term with 4 weeks initial notice - no renewal or extension process specified, term w/o cause severance escalates over the 4 yr. period: 4 mo. in 2022, 8 mo. in 2023, 9 mo. in 2024 and 12 mo. in 2025/26.
Oregon City	37,786	\$181,776.00	Yes	N/A	9.27%	\$16,850.64	\$0.00	\$4,200.00	\$900.00	\$203,726.64	Deferred Comp Provided - 6.27% to 457b and 3% to 401a. Vacation Sell Back: Once per year, up to 40 hours. Contract auto extends after a certain date w/o notice and the expiration date becomes 2 years out. Amount of severance for termination w/o cause is 6 months. Contract is for an indefinite term w/addendums and modifications as needed. Severance for Term w/o cause is 15 mo. salary and earns an addit'l mo. for each successful eval, not to exceed a total of 24 mo.
Tigard	55,539	\$233,394.98	No	\$14,003.70	9.00%	\$21,005.55	\$600.00	\$6,000.00	\$360.00	\$275,364.23	Deferred Comp is 4% match to 457 and 11% to 401a (6% included in Column E). City-provided cell phone, no vacation sell back, \$750 reimbursement for addt'l life insurance, 60 hrs. mgmt. leave per year, addt'l 60 hours PTO/yr in recognition of addt'l time commitments of the role (above other mgmt employees), severance is 6 mo. salary + health/dental/life or until professionally reemployed, whichever is first.
Tualatin	27,914	\$162,211.00	Yes	N/A	22.50%	\$36,497.48	\$0.00	\$5,000.00	\$1,000.00	\$204,708.48	Deferred Comp 6.8% and 401a 15.7% for a total of 22.5%. May sell 40 hrs. vacation annually as long as one week per year is used. Contract continues until term'd by City or Employee. Severance for term w/o cause is 12 mo. plus cash out of all accrued VA, SL and AL. Next eval/increase is 4.01.24.
West Linn	27,420	\$180,000.00	Yes	N/A	4.00%	\$7,200.00	\$720.00	\$6,000.00	\$0.00	\$193,920.00	City-provided cell phone. 40 hours of management leave. Contract renewal is 2 years w/notificaiton 3 mo. prior if not renewing. Severance for term w/o cause is 6 mo. and COBRA.
Woodburn	26,468	\$180,523.00	Yes	N/A	12.00%	\$21,662.76	\$0.00	\$0.00	\$0.00	\$202,185.76	Allowed to sell back to City up to 30 days (240 hours) total of accrued VA and/or Exec Leave per year. Cell phone provided. Last contract renewed for 7 years. Severance for Term w/o Cause = 12 months.
Salem	179,605	\$252,012.00	Yes	N/A	6.00%	\$15,120.72	\$0.00	\$6,000.00	\$0.00	\$273,132.72	City-provided cell phone. No contract extension, renewal or end date. Severance for term w/o cause is 6 mo. w/addt'l month's pay for each year of employment up to a max of 12 months total.
Marion County						\$0.00				\$0.00	
State of Oregon						\$0.00				\$0.00	
Keizer	39,561	\$182,915.16	Yes	N/A	6.00%	\$10,974.91	\$0.00	\$4,200.00	\$900.00	\$198,990.07	Deferred comp is a match, annual contract extensions, term w/o cause is 6 months or balance of agreement term, whichever is less.

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CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2023-_____

AUTHORIZING THE MAYOR AND COUNCIL PRESIDENT TO
EXECUTE AMENDED EMPLOYMENT AGREEMENT FOR CITY
MANAGER

WHEREAS, Adam J. Brown and the City of Keizer entered into that certain
Employment Agreement effective March 14, 2022;

WHEREAS, the City of Keizer and Adam J. Brown have mutually agreed to certain
amendments and extension of such Employment Agreement;

WHEREAS, the City of Keizer and Adam J. Brown wish to enter into an Amended
Employment Agreement;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Mayor and
Council President are authorized to execute that certain Amended Employment
Agreement, a copy of which is attached as Exhibit "A" and by this reference incorporated
herein.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the City
Council declares that the terms, conditions and benefits set forth in the attached Amended
Employment Agreement in no way whatsoever constitute any precedent for future City
Manager compensation.

PASSED this _____ day of _____, 2023.

SIGNED this _____ day of _____, 2023.

Mayor

City Recorder

AMENDED EMPLOYMENT AGREEMENT
BETWEEN
ADAM J. BROWN
AND THE CITY OF KEIZER
MARION COUNTY, OREGON

This Agreement is made and entered into by and between the City of Keizer, a municipal corporation ("the City"), and Adam J. Brown ("City Manager"), an individual who has the education, training, and experience in local government management to serve in the position of City Manager. The City and City Manager agree to the terms set forth below.

ARTICLE 1: TERM AND RESPONSIBILITIES

Section 1.01: Term

This Agreement will remain in full force and effect, for an indefinite term, from the Effective Date stated in Section 4.03(A), unless and until terminated by the City or City Manager as provided in Article 3 of this Agreement.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City or City Manager to terminate this Agreement or City Manager's employment at any time, subject only to the provisions herein relating to termination.

Section 1.02: Duties and Authority

- A. The City agrees to employ Adam J. Brown as City Manager to perform the functions and duties specified in the Keizer City Charter and to perform other legally permissible and proper duties and functions as assigned by the City Council, subject to any limitations set forth in this Section. The City shall not unreasonably interfere with City Manager's performance of such duties. The City may not reassign City Manager to another position in the absence of City Manager's express written consent to such assignment.
- B. City Manager shall be the chief executive officer of the City and faithfully perform City Manager's lawfully prescribed and assigned duties with reasonable care, diligence, skill, and expertise in compliance with all applicable, lawful governing body directives; state, local, and federal laws; and City policies, rules, and ordinances as they exist or may hereafter be amended. City Manager shall be required to render 12 months of regular full-time service to the City during each year of this Contract, except as provided in Section 2.03: Vacation, Sick, and Other Leave Time.
- C. Except as may be provided otherwise by applicable law, regulation, or City's agreement with any other person, City Manager shall have the ultimate

supervisory and managerial authority and responsibility to hire, direct, assign, reassign, evaluate, change the terms and conditions of employment, and terminate the employment of all other employees of City, other than the office of the City Attorney and the Municipal Judge, consistent with the policies of the governing body and the ordinances and charter of the City.

- D. Except as may be provided otherwise by applicable law, regulation, charter or City's agreement with any other person, City Manager shall have the authority to establish internal regulations, rules, and procedures which the City Manager deems necessary for the efficient and effective operation of the City.
- E. City Manager shall attend and be permitted to attend all meetings of City's governing body, both public and closed unless excused by the City Council.
- F. Except as may be provided otherwise by applicable law, regulation, or this Agreement, City Manager shall carry out City's lawful policy directives, goals, and objectives, as communicated to City Manager by the City Council, while presenting information and recommendations that allow for fully informed policy decisions that both address immediate needs and anticipate future conditions.

Section 1.03: Ethical Commitments

The City expects the City Manager to adhere to the highest professional standards. The City Manager agrees to follow the policies embodied in the ethics rules, regulations, and laws of the State of Oregon, the Keizer Personnel Policies, and, insofar as they are compatible with those policies and applicable law, the Code of Ethics of the International City/County Management Association (ICMA).

Consistent with ORS 260.432, City Manager shall not, during work hours or while acting or giving the appearance of acting in his capacity as City Manager, promote or oppose any political committee or any initiative, referendum or recall petition, measure or candidate. This restriction does not prevent City Manager from addressing political issues in an official capacity in a factual and impartial manner if it is legitimately within City Manager's scope of duties. To avoid confusion in situations where City Manager is engaging in political activity in his personal capacity but this may not be clear to others, City Manager should specifically clarify that he is not acting in his official capacity.

To support City Manager in keeping these commitments, neither the governing body nor any individual member thereof shall order, direct or request City Manager to engage in any political activity prohibited above.

Section 1.04: Residency

City Manager shall reside within the City limits of Keizer.

Section 1.05: Outside Activities

The employment provided for by this Agreement shall be the City Manager's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the City Manager may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with their responsibilities under this Agreement.

Section 1.06: Performance Evaluation

- A. The City Council shall annually review the performance of City Manager on or before June 1 each year this Agreement is in effect. The evaluation shall be subject to an established process, form, criteria, and format approved by the City Council.
- B. Unless the City Manager expressly requests otherwise in writing, the evaluation of the City Manager shall at all times be conducted in executive session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the City or City Manager from sharing the content of the City Manager's evaluation with their respective legal counsel.

ARTICLE 2: COMPENSATION AND BENEFITS

Section 2.01 Compensation

The City shall pay City Manager at a monthly salary rate pursuant to the salary matrix adopted by the City. The monthly salary shall be Range 38, Step 10 (currently \$14,152.67). The salary rate will be reviewed annually and may be adjusted by the Council without formal amendment of this Contract. Unless different action is taken by the Council, the salary shall automatically be increased by one Step if a Step is available in the salary matrix, together with any cost-of-living adjustment applicable to Department Directors. Such step increase/cost-of-living increase shall be effective July 1 of each year that this Agreement is in effect. Such salary rate may only be reduced if the reduction is proportionate to salary reductions which are part of a uniform plan affecting all Department Directors.

Section 2.02: Health, Disability, and Life Insurance

- A. The City agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for the City Manager according to the City's policies and on the same terms and conditions as provided to Department Directors of the City.

- B. The City agrees to provide and to make required premium payments for disability insurance coverage on the same terms and conditions as for Department Directors, as provided in the City's policies.
- C. The City shall pay the amount of premium for life insurance for City Manager in the amount of up to \$250,000. The actual amount will be based on insurability determination by the City's insurance company and may be reduced accordingly in the future based on the age of the City Manager.
- D. Except as otherwise provided in this Agreement, the City intends that the City Manager shall be entitled to receive benefits that are at least comparable to those available to Department Directors of the City, as provided by the City's policies.

Section 2.03: Vacation, Sick, and Other Leave Time

The City Manager shall accrue vacation leave at the same rate as a 10-year employee (6.15 hours per two-week pay period). The City Manager shall be eligible to accrue and use paid holidays, personal leave benefits, and sick leave benefits on the same terms and conditions as Department Directors of the City, as provided in the City's policies. City Manager shall also be eligible to take unpaid leave in accordance with applicable law and on the same terms and conditions as Department Director. City Manager shall identify an Acting City Manager during periods of time when he is unavailable, except as called for in the City Charter.

It is recognized that the City Manager must devote a great deal of time outside the normal office hours on business for the City, and to that end City Manager shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the City and shall allow City Manager to faithfully perform his assigned duties and responsibilities.

Section 2.04: Automobile

The City agrees to pay to the City Manager, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$350.00 per month as a vehicle allowance to be used to purchase, lease, or own, operate, and maintain a vehicle. The City Manager shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expense's attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. This allowance is provided in lieu of mileage reimbursement, except as stated below.

The City shall reimburse City Manager at the IRS standard mileage rate for any authorized business travel beyond the 60-mile radius of the local government limits, upon submission of appropriate documentation as required by the City's standard reimbursement policies and procedures. For the purposes of this Section, any car travel

within the Salem Metropolitan/Marion-Polk County area is deemed to be included in the 60-mile radius.

Section 2.05: Retirement

The City Manager shall be enrolled in the Public Employees Retirement System (PERS) system and have contributions paid by the City on the same terms and conditions as provided to Department Directors of the City. City Manager shall also be eligible to participate in the City's 457 plan, on the same terms and conditions as those applicable to regular status Department Directors.

Section 2.06: General Business Expenses.

- A. The City agrees to budget and pay the cost for professional dues, membership fees, and subscriptions, as well as seminars, public events and other professional activities, deemed necessary for the City Manager's participation in national, regional, state, and local associations, including ICMA, or for the City Manager's continued professional growth and advancement, for the good of the City. The City also agrees to budget and pay for travel expenses of City Manager to attend and participate in these professional activities, consistent with the City of Keizer Personnel Manual. The City Manager shall annually report to the City Council on or before January 31 each year on activities for the previous year.
- B. The City shall not require City Manager to use vacation leave when participating in professional development activities described above.
- C. The City shall provide City Manager, for business use, a laptop computer, software, and/or tablet computer required for the City Manager to perform their duties and to maintain communication with City's staff and officials, as well as other individuals who are doing business with City. Upon termination of City Manager's employment, the equipment described herein shall remain the property of the City. The City shall pay the standard mobile phone stipend paid to other City employees entitled to such stipend.

ARTICLE 3: EMPLOYMENT SEPARATION

Section 3.01: Resignation

City Manager may terminate this Agreement by providing a minimum of 30 days' notice, as specified in Section 4.04, of City Manager's voluntary resignation subject to any applicable requirements set forth by state or local law.

Section 3.02: Termination

- A. For the purpose of this Agreement, termination occurs under any of the following circumstances:
1. At least 4 members of the City Council vote to terminate the City Manager's employment, in accordance with the City Charter and applicable provisions of the Public Meetings law.
 2. At the City Manager's option, within 30 days after the City, citizens or legislature amend any provisions of the City Charter pertaining to the role, powers, duties, authority, or responsibilities of the City Manager's position that substantially changes the form of government.
 3. At the City Manager's option, within 30 days after the City reduces the base salary, compensation or any other financial benefit of the City Manager in violation of this Agreement.
 4. If the City Manager resigns in response to a request to resign made by an authorized representative of the City Council.
 5. At the option of the City or the City Manager, if a material breach of contract declared by that party is not cured within 30 days of written notice, in accordance with Section 3.04 if the breach is by the City Manager, describing the conduct that constitutes a breach.

Section 3.03: Severance for Termination Without Cause

- A. Severance shall be paid to the City Manager when employment is terminated as defined in Section 3.02, unless the termination is for cause as defined in Section 3.04. If the Agreement is terminated without cause, the City shall tender a lump sum severance pay equal to six (6) months of the City Manager's base salary at the City Manager's then-current rate of pay.
- B. The City shall also continue to cover City Manager under the then-current health insurance benefits until the sooner of:
- Six (6) months from the date of the termination notice, or
 - Until such time as City Manager becomes eligible for coverage through other employment. City Manager agrees to promptly provide notice as specified in the notice procedure in Section 4.04 when this occurs.

The City shall also tender payment for any vacation time accrued and unused as of the date of the termination notice.

- C. Severance paid under this provision will be treated as subject income under PERS to the extent required by applicable law.
- D. As a condition of receiving severance, the City Manager must execute an agreement releasing all potential legal claims against the City (including the governing body, City employees, and City representatives and insurers) related to City Manager's employment or separation from employment.

Section 3.04: Termination for Cause

- A. The City may terminate this Agreement at any time for cause, and the City will have no outstanding obligations under the Agreement except as described in this Section.
- B. Discharge for cause includes neglect of duty, breach of contract by City of Manager that is not cured as stated in Section 3.02, insubordination, conduct involving criminal activity or moral turpitude, repeated or serious violation of City policies, dishonesty of any kind, and any conduct that would reasonably be expected to negatively impact the reputation or public trust in the City or City Manager. Other reasons may constitute cause for dismissal based on City Manager's action or failure to act, but such other reasons, for the purposes of this Agreement, will be interpreted to include or cover only those reasons which are of the same general nature or level of severity as those reasons which are set forth above.
- C. Notice of the City's contemplation of discharge for cause as described above shall be given in writing. Such notice shall include a statement of the reasons constituting potential cause, and shall be given to City Manager not less than fifteen (15) business days prior to the anticipated date of the discharge. City Manager shall be entitled to appear before the City Council to discuss the reasons constituting potential cause prior to the effective date of the discharge. Such meeting may be conducted in executive session as provided by Oregon law, unless the City Manager requests to have the meeting in public session. City Manager shall be provided a written decision describing the results of the meeting. Should the City Council discharge the City Manager for cause, the City shall tender any accrued vacation pay owing to City Manager.
- D. This Agreement may also be terminated for cause if City Manager becomes unable to perform City Manager's essential job functions due to a disability, provided the City has complied with its obligations, including reasonable accommodations, under state or federal disability laws and regulations.

ARTICLE 4: GENERAL PROVISIONS

Section 4.01: Indemnification

The City shall indemnify the City Manager against any tort claim or demand arising out of an alleged act or omission occurring in the performance of duty, as provided in the Oregon Tort Claims Act, ORS 30.285. This Section survives the termination of this Agreement.

Section 4.02: Bonding

City shall bear the full cost of any bond that City Manager is required to obtain by any law or ordinance. City Manager must continue to qualify for a bond in at least the amount of \$500,000.

Section 4.03: General Contractual Provisions

- A. Effective Date. This Agreement becomes effective on the date it has been approved by the governing body and fully executed by City Manager and the City.
- B. Integration. Except as specifically stated otherwise in this Agreement, the City's adopted Personnel Policies shall apply to the City Manager. Otherwise, this Agreement sets forth and establishes the entire understanding between the City and the City Manager relating to the terms and conditions of employment of the City Manager by the City. Any prior discussions or representations by or between the City and City Manager on that subject are merged into and rendered null and void by this Agreement.
- C. Modification of Agreement. This Agreement may be amended only by an express written agreement signed by an authorized representative of the City and City Manager, unless otherwise provided in this Agreement.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid by a court or arbitrator with jurisdiction over the matter, the remaining provisions are deemed to be in full force and effect to the fullest extent permitted by law.
- E. Governing law. This Contract is to be construed under the laws of the State of Oregon, except as otherwise expressly stated.

F. Attorney Fees. In the event of any suit or action under this Agreement, in court or in arbitration, the prevailing party shall be entitled to recover that party's reasonable attorney fees.

Section 4.04: Notices

All notices pursuant to this Agreement must be sent as follows:

FOR THE CITY:

Mayor
City of Keizer
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307

FOR CITY MANAGER:

Adam J. Brown
1313 Keystone Loop NE
Keizer, OR 97303

Notice shall be deemed given as of the date of personal service, Federal Express, certified mail or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

ARTICLE 5: ARBITRATION OF DISPUTES

City and City Manager agree that any legal dispute for breach or enforcement of this Agreement, including a claim for wrongful termination, and other than an action for immediate or temporary injunctive relief, shall not be filed in court and shall instead be resolved in final and binding arbitration before a single arbitrator, in accordance with the rules of the Arbitration Service of Portland (www.abserve.com). This provision is governed by the Federal Arbitration Act and this Agreement to arbitrate shall be enforceable in federal or state court.

CITY OF KEIZER:

Dated: _____

By: _____

Mayor

Dated: _____

By: _____

Council President

CITY MANAGER:

Dated: 12-13-23



Adam J. Brown



MINUTES
KEIZER CITY COUNCIL
Monday, November 20, 2023
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 7:32 p.m.

ROLL CALL

Roll call was taken as follows:

Present:

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

Staff:

Adam Brown, City Manager
Tim Wood, Assistant City Manager
Shannon Johnson, City Attorney
Shane Witham, Planning Director
Bill Lawyer, Public Works Director
Andrew Copeland, Police Chief
Melissa Bisset, City Recorder

Absent:

Robert Husseman, Councilor

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

**SPECIAL ORDERS
OF BUSINESS**

**a. Medal of Valor
Presentation**

Police Chief Andrew Copeland expressed appreciation for everyone's attendance. He described an incident from July 28, 2021, when an officer took a report about a female who had her car stolen by an armed person who had warrants. Sergeant DeMarco and Officers Keniston, Kowash, Darst, Fahey, and Stupfel responded to the incident. Chief Copeland described the situation and recognized the officers preventing their own safety, overcoming a deadly threat, and protecting the lives of the innocent. The way they responded and dealt with adversity that night was unprecedented. Chief Copeland stated that what they did was heroic; they didn't retreat when the bullets were flying at them. He added that amid complete chaos and the worst situation one could imagine, the officers remained calm and brought a rational presence to the situation. He thanked the officers for their work and for handling themselves so professionally. He presented the Medal of Valor Awards, signifying how victorious they were

that day and that they did the best they could to keep the community safe.

COMMITTEE REPORTS

Lisa Cejka, Park's Advisory Board Vice Chair, Keizer resident, would be communicating with the Youth Liaison for the Keizer Public Arts Commission on the legal graffiti item to take an update back to the Parks and Recreation Advisory Board. She noted all of the parks discussed looked fantastic and the new plants at Willamette Manor as a result of a grant looked fabulous. The Parks and Recreation Advisory Board discussed a possible fence around Ben Miller Park. Ms. Cejka noted *Juan Aleman* cares for Keizer Rapids Park and used to work for the Water Department, was delightful and always working and smiling.

Fernando Lopez, Planning Commission member, Keizer resident, reported that the Planning Commission heard a Quasi-Judicial Hearing. City Attorney Shannon Johnson said that the matter was subject to appeal and advised the Council not to discuss the matter in case it comes before them with regards to ex-parte contacts.

**a. Volunteer
Coordinating
Committee
Recommendation
for Appointment -
Traffic Safety,
Bikeways, and
Pedestrian
Committee**

City Recorder Melissa Bisset summarized the Staff Report.

Council President Starr moved that the Keizer City Council approve the Volunteering Coordinating Committee Recommendation for Appointment of Michael DeBlasi to Position 3 to the Traffic Safety, Bikeways, and Pedestrian Committee for a term expiring December 31, 2026. Councilor Reid seconded. Motion passed unanimously as follows:
AYES: Clark, Starr, Reid, Kohler, Cross and Juran (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Husseman (1)

**b. Mid-Willamette
Valley Community
Action Agency
Board of Directors
Appointment -
Councilor Laura
Reid**

Mayor Clark explained the Mid-Willamette Valley Community Action Agency's process and collaborative partnerships with agencies across the community and stated how pleased she was to appoint Councilor Laura Reid to a position on the Board of Directors.

**c. Appointments to
the Community
Diversity
Engagement
Committee -
Stephanie Cross
and Carrie Brown**

Councilor Cross appointed Carrie Brown.
Councilor Juran appointed Stephanie Cross.
Councilor Kohler appointed Jill Gust.

Mayor Clark suggested a friendly amendment that the motion only apply to the term of office for the non-council member positions that was accepted.

Council President Starr moved that the Keizer City Council adopt all terms of office for the Community Diversity Engagement Committee end December 31st of the year that they would expire for the non-council member positions. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Starr, Reid, Kohler, Cross and Juran (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Husseman (1)

PUBLIC COMMENTS

Alex Bogdanoff, Keizer resident, provided written comment about graffiti. Planning Director Shane Witham explained that the graffiti was on private property, so the City would need permission to paint over the graffiti. He and the Code Enforcement Officer worked with a property management company to get a hold of the property owner.

Colm Willis, Marion County Commissioner, provided written correspondence thanking Mayor Clark for her sponsorship of this year's Marion County Reentry Initiative breakfast.

Colleen Busch, Keizer Fire District Board Member, Keizer resident, thanked the community for passing the Fire Levy for Keizer Fire District. She thanked the Keizer Rural Fire Protection District Directors Joe Van Meter and Beth Hart for heading the Political Action Committee. The Santa Breakfast and pictures with Santa would be coming up as well as Candy Cane Day. Keizer Fire District would be participating in the Chamber's Parade and Tree Lighting.

PUBLIC HEARINGS

None.

ADMINISTRATIVE ACTION

a. RESOLUTION - Adopting Use Policies and Rates for the Keizer Community Center Rooms; Repealing Resolution R2018-2932

Assistant City Manager Tim Wood reviewed the Staff Report including the proposed rate amendments and change of name from Keizer Community Center to Keizer Event Center. It was noted that the Council could choose an effective date. Discussion ensued regarding the amount for the Comprehensive General Liability Insurance.

Councilor Reid noted that in a previous work session, Ms. Lily Von, Event Center Manager, clarified that when referring to a Community Center, it was an industry norm to think that there would be programming. Ms. Von shared that staff receives inquiries as to what community events are held for the public. There has been some confusion about what the City offers, which is an event space.

Mr. Wood confirmed that the Keizer Community Center would still be subsidized by the Transient Lodging Tax.

The following friendly amendments were made:

- January 1, 2024, would be the effective date.
- Line 21 of page 2 of the Resolution and page 22 of the packet, section H, after the word, "contract," add "approved by the City"

Attorney."

- Line 41 of page 2 of the Resolution and page 22 of the packet. After the figure of \$2,000,000, insert "unless a different amount is approved by the City Attorney."

Council President Starr moved that the Keizer City Council adopt Resolution R2023- Adopting Use Policies and Rates for the Keizer Community Center Rooms; Repealing Resolution R2018-2932. Councilor Reid seconded.

Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Husseman (1)

**b. Alder and Brooks
Flashing Speed
Signs Installation
Priority**

Public Works Director Bill Lawyer reviewed the Staff Report. Discussion ensued regarding the amount of time it would take to complete the project.

Council President Starr moved that the Keizer City Council approve the Capital Outlay Expense for the Installation of the Flashing Speed Signs as soon as Feasibly Possible within this Fiscal Year. Councilor Reid seconded.

Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Husseman (1)

**c. RESOLUTION -
Adopting
Volunteer
Coordinating
Committee's
Process for
Appointments to
City Council
Committees**

City Recorder Melissa Bisset summarized the Staff Report.

Council President Starr moved that the Keizer City Council adopt Resolution R2023- Adopting Volunteer Coordinating Committee's Process for Appointments to City Council Committees. Councilor Reid seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Husseman (1)

**d. RESOLUTION -
Authorizing City
Manager to Enter
into First
Amendment of
Restated Ground
Lease with Keizer
Heritage
Foundation**

City Manager Brown reviewed the Staff Report. There were several tenants of the lease proposed to be amended. The maintenance that would be done by the City was estimated to save the Keizer Heritage Foundation about \$3,800 annually.

Councilor Reid was on the Keizer Heritage Foundation Board and was very grateful for the work of the City staff.

It was noted that the City has continued to invest in the Keizer Heritage Foundation, and there were two recent improvements that were funded at

\$30,000 each.

Council President Starr moved that the Keizer City Council adopt Resolution R2023- Authorizing City Manager to Enter into First Amendment of Restated Ground Lease with Keizer Heritage Foundation. Councilor Reid seconded.

Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Husseman (1)

CONSENT CALENDAR

a. Approval of October 16, 2023 Regular Session Minutes.

Council President Starr moved for approval of the Consent Calendar for the October 16, 2023, Regular Session Minutes. Councilor Reid seconded. Motion passed as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Husseman (1)

OTHER BUSINESS

Council President Starr moved that the Keizer City Council not appeal the PERS Staff Determination dated November 8, 2023. Councilor Reid seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Husseman (1)

The City hoped to have more detailed information to the public in the next 24 to 48 hours.

STAFF UPDATES

Chief of Police Copeland thanked everyone for their support and noted that the Medal of Valor Presentation earlier in the meeting was a moment of healing.

City Attorney Johnson provided an update on the Codification Project.

Assistant City Manager Wood reminded residents to conserve water because it was the annual sewer reset period.

Public Works Director Lawyer updated the River Road in that copper wire cutting had been completed, and the traffic lights were working fine.

COUNCIL MEMBER REPORTS

Councilor Cross attended the Fire Levy party, Strategic Economic Development Corporation (SEDCOR) Luncheon, Latino Business Alliance Expo Negocio, Taco's and Talk, the Suicide Veterans Fundraiser, Chamber Forum Luncheon, Safe Routes to School, Red Kettle Kickoff Lunch for the

Salvation Army, and the Boys and Girls Club auction.

Councilor Juran helped hang the Christmas Street Lights. Upcoming was the Tree Lighting, the Christmas Lights Parade, and the Keizer Chamber Giving Basket Delivery.

Councilor Starr reminded dog owners of a notice on a mystery illness related to dogs and to avoid dog parks until the mystery illness was resolved. Upcoming would be the Miracle of Christmas Lights and there would be tree-giving tags at a number of locations. She reminded citizens to visit Keizer Chamber's social media for more information on basket wrapping and food sorting. She attended the Native American Storytelling at Keizer Heritage Foundation.

Councilor Kohler attended the McNary Orchestra Concert, SEDCOR Luncheon, Marion, Yamhill and Polk round-table, and a Keizer United event. He stated that toys could be recycled and there was a drop-off area in City Hall. He attended the Northwest Keizer Neighborhood Association meeting and the Parks Advisory Board meeting. He served a turkey dinner at the Southeast Community Center. He thanked those who put up the holiday decorations. The Keizer Community Dinner was coming up.

Councilor Reid attended the West Keizer Neighborhood Association Meeting, Ruby Bridges Walk to School Day, Keizer Heritage Foundation Annual Meeting, Ed Edmo Native American Story Telling hosted by the Cultural Center, the Homegrown Theater and Museum, McNary Bazaar, and Mid-Willamette Valley Community Action Agency Board Meeting. She would be attending the Keizer Public Arts Meeting. There are a couple of Book Fairs coming up and donations were welcomed.

Youth Councilor Woodard reported that at McNary, they had a Living History Day and had Veterans speak to the classes. Blue Day would include a Winter Sports Showcase. Mr. Woodard shared that the Free Application for Federal Student Aid (FAFSA) would be opening up soon. McNary Holiday Concerts, Holiday Band Concert, Orchestra Concert, and the Winter Choir were coming up. He attended the McNary Bazaar.

Mayor Clark attended the SEDCOR Luncheon, the Volunteer Coordinating Committee meeting, Latino Business Alliance Expo Negocio, the Marion County Health Building Ribbon Cutting, and the Mid-Willamette Valley Homeless Alliance Board meeting. She had a great conversation with Salem-Keizer Superintendent about connecting with community leaders in the area. She attended the Chinook Winds event in which the youth were celebrated, the Siletz Tribal Council Celebration Dinner, and hosted the Coffee with Cathy Holiday Preview. She would be on Koin 6 for Mayor's Monday. She attended the Salem-Keizer Area Transportation Study meeting (SKATS), and the Metropolitan Planning Organization meeting (MPO) on

Federal funding for transportation. There would be an Open House for the Verda Lane Project. She also thanked the Traffic Safety, Bikeways, and Pedestrian Committee for their good work on tracking items brought to their attention.

AGENDA INPUT

December 4, 2023 - 7:00 p.m. - City Council Regular Session

December 11, 2023 - 6:00 p.m. - City Council Work Session on The Strategic Plan

December 18, 2023 - 7:00 p.m. - City Council Regular Session

ADJOURNMENT

Mayor Clark adjourned the meeting at 9:24 p.m.

MAYOR:

APPROVED:

Cathy Clark

Dawn Wilson, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Soraida Cross

Councilor #2 – Shaney Starr

Councilor #5 – Robert Husseman

Councilor #3 – Kyle Juran

Councilor #6 – Daniel R. Kohler

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.”