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AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION
Monday, July 6, 2020
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**
5. **COMMITTEE REPORTS**
 - a. Volunteer Coordinating Committee Recommendations for Appointment – Keizer Public Arts Commission and Keizer Points of Interest Committee
6. **PUBLIC TESTIMONY**

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. Cherry's Nagani – Liquor License Application (Change of Ownership)
 - b. Keizer Development Code (KDC) Amendments - Section 3.106 (Property Line Adjustments), Section 3.107 (Partitions), and Section 3.108 (Subdivisions, Planned Unit Developments, and Manufactured Home Parks)
 - c. Charter Revisions – Continued
8. **ADMINISTRATIVE ACTION**
 - a. **ORDINANCE** – Declaring a Local State of Emergency in the City of Keizer as a Result of COVID-19 Pandemic; Declaring an Emergency
 - b. **ORDINANCE** – Relating to Participation by the City of Keizer in an ORS 190 Agreement to Support the Mid-Willamette Valley Homeless Alliance; Declaring an Emergency
 - c. **ORDINANCE** – Regulating Parking and Establishing Enforcement Procedures; Repealing Ordinance 2017-774
RESOLUTION – Establishing Administrative Fee Relating to Parking Violation Impounds; Repeal of Resolution R2017-2783

- d. ORDINANCE – Repealing Ordinance No. 94-309, Ordinance No. 94-310, Ordinance No. 95-322, Ordinance No. 2014-695, and Ordinance No. 2014-696; Declaring an Emergency
RESOLUTION – Establishing Administrative Fee Relating to Impounds for Vehicles Driven by Persons Under the Influence of Intoxicants, Uninsured, Driven by Unlicensed Drivers, Driving While Suspended, and Driving Without Driving Privileges

9. CONSENT CALENDAR

- a. RESOLUTION – Certification of Delinquent Sewer Accounts
- b. RESOLUTION – Authorizing City Manager to Enter Into Cooperation Agreement for Community Development Block Grant Funds with Marion County
- c. RESOLUTION – Authorizing City Manager to Sign State of Oregon Grant Agreement (Grant No. 13003) for Peer Court Program
- d. Approval of June 1, 2020 City Council Regular Session Minutes
- e. Approval of June 8, 2020 City Council Work Session Minutes
- f. Approval of June 15, 2020 City Council Regular Session Minutes

10. COUNCIL LIAISON REPORTS

11. 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.

12. WRITTEN COMMUNICATIONS

To inform the Council of significant written communications.

13. AGENDA INPUT

July 13, 2020

6:00 p.m. – City Council Work Session

July 20, 2020

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

August 3, 2020

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

14. ADJOURNMENT

City of Keizer Mission Statement

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

CITY COUNCIL MEETING: July 6, 2020

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY
CITY MANAGERFROM: TRACY L. DAVIS, MMC
CITY RECORDERSUBJECT: VOLUNTEER COORDINATING COMMITTEE RECOMMENDATIONS FOR
APPOINTMENT**ISSUE:**

The Volunteer Coordinating Committee met on June 18, 2020 to review applications and interview candidates for openings on two committees. The Committee is recommending the following applicants for appointments:

- Keizer Points of Interest Committee – **Kathleen Engles** for the remainder of the term for Position #6, term expiring November 30, 2021.
- Keizer Public Arts Commission – **Andrea Madison, Beth Melendy and Michele Roland-Schwartz** for Positions #2 and 5 (terms expiring June 2023) and the remainder of the term for Position #1 (term expiring June 2022) respectively.

RECOMMENDATION:

It is recommended the City Council accept the recommendations of the Volunteer Coordinating Committee and appoint the applicants as outlined above.

CITY COUNCIL MEETING: July 6, 2020

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS C. EPPLEY
CITY MANAGER**

**FROM: TRACY L. DAVIS, MMC
CITY RECORDER**

**SUBJECT: CHERRY'S NAGANI – LIQUOR LICENSE APPLICATION - CHANGE OF
OWNERSHIP**

BACKGROUND:

On June 4, 2020 the City received an application for a change of ownership for the liquor license at Cherry's Nagani, located 4914 River Road N, Keizer, Oregon. The application is for limited on-premises license. As required by Keizer Ordinance a public hearing was scheduled; notice was published and mailed to all property owners within 200 feet of the establishment. The Keizer Police Department reports a clear background check on the applicant and has no reason to recommend denial of the application. In addition, the Keizer Community Development Department finds the location of the establishment to be properly zoned and has no additional comment on the application.

RECOMMENDATION:

It is recommended the public hearing be opened to allow testimony from the applicant or other interested individuals and upon completion, the hearing be closed. It is further recommended the Council recommend approval of the application for Cherry's Nagani under the guidelines as established by ORS 471.178 and the Ordinances of the City of Keizer. This recommendation shall then be forwarded to the Oregon Liquor Control Commission for final approval.



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
☐ Brewery 1st Location	Date application received and/or date stamp: <u>Red 6/4/20</u>
☐ Brewery 2nd Location	
☐ Brewery 3rd Location	Name of City or County: _____
☐ Brewery-Public House 1st Location	
☐ Brewery-Public House 2nd Location	Recommends this license be: ☐ Granted ☐ Denied
☐ Brewery-Public House 3rd Location	
☐ Distillery	By: _____
☐ Full On-Premises, Commercial	
☐ Full On-Premises, Caterer	Date: _____
☐ Full On-Premises, Passenger Carrier	
☐ Full On-Premises, Other Public Location	OLCC USE ONLY
☐ Full On-Premises, For Profit Private Club	
☐ Full On-Premises, Nonprofit Private Club	Date application received: <u>5-12-20</u>
☐ Grower Sales Privilege 1st Location	
☐ Grower Sales Privilege 2nd Location	By: <u>DM/OLC</u>
☐ Grower Sales Privilege 3rd Location	
☒ Limited On-Premises	License Action(s):
☐ Off-Premises	
☐ Off-Premises with Fuel Pumps	RECEIVED OREGON LIQUOR CONTROL COMMISSION <u>CLO</u> <u>MAY 12 2020</u>
☐ Warehouse	
☐ Wholesale Malt Beverage & Wine	SALEM REGIONAL OFFICE
☐ Winery 1st Location	
☐ Winery 2nd Location	
☐ Winery 3rd Location	
☐ Winery 4th Location	
☐ Winery 5th Location	

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s):

Margarita Salgado
(Applicant #1)

(Applicant #2)

(Applicant #3)

(Applicant #4)

3. Trade Name of the Business (Name Customers Will See)

Cherry's Nagani

4. Business Address (Number and Street Address of the Location that will have the liquor license)

4914 River Rd, N,

City

Leizzen

County

Marion

Zip Code

97303



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Margarita Salgado Phone: 503.385.8428
 Trade Name (dba): cherry's Nagani
 Business Location Address: 4914 Keizer River RD N
 City: Keizer ZIP Code: 97303

DAYS AND HOURS OF OPERATION

Business Hours:

	off	to	off
Sunday			
Monday	11 AM	to	8 PM
Tuesday	11 AM	to	8 PM
Wednesday	11 AM	to	8 PM
Thursday	11 AM	to	8 PM
Friday	11 AM	to	8 PM
Saturday	11 AM	to	8 PM

Outdoor Area Hours:

	off	to	off
Sunday			
Monday	11am	to	8p.m
Tuesday	11am	to	8pm
Wednesday	11am	to	8pm
Thursday	11am	to	8pm
Friday	11am	to	8pm
Saturday	11am	to	8pm

The outdoor area is used for:

☒ Food service Hours: 11am to 8pm
☐ Alcohol service Hours: _____ to _____
☐ Enclosed, how alcohol serve indoor only

The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: ☐ Yes ☒ No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

- | | |
|--|---|
| ☐ Live Music | ☐ Karaoke |
| ☐ Recorded Music | ☐ Coin-operated Games |
| ☐ DJ Music | ☐ Video Lottery Machines |
| ☐ Dancing | ☐ Social Gaming |
| ☐ Nude Entertainers | ☐ Pool Tables |
| | ☐ Other: _____ |

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday	_____ to _____
Monday	_____ to _____
Tuesday	_____ to _____
Wednesday	_____ to _____
Thursday	_____ to _____
Friday	_____ to _____
Saturday	_____ to _____

SEATING COUNT

Restaurant: 16 seats Outdoor: 6 seats
 Lounge: _____ Other (explain): _____
 Banquet: _____ Total Seating: 22 seats

OLCC USE ONLY

Investigator Verified Seating: ____ (Y) ____ (N)
 Investigator Initials: _____
 Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: Margarita Salgado Date: 4.24.2020

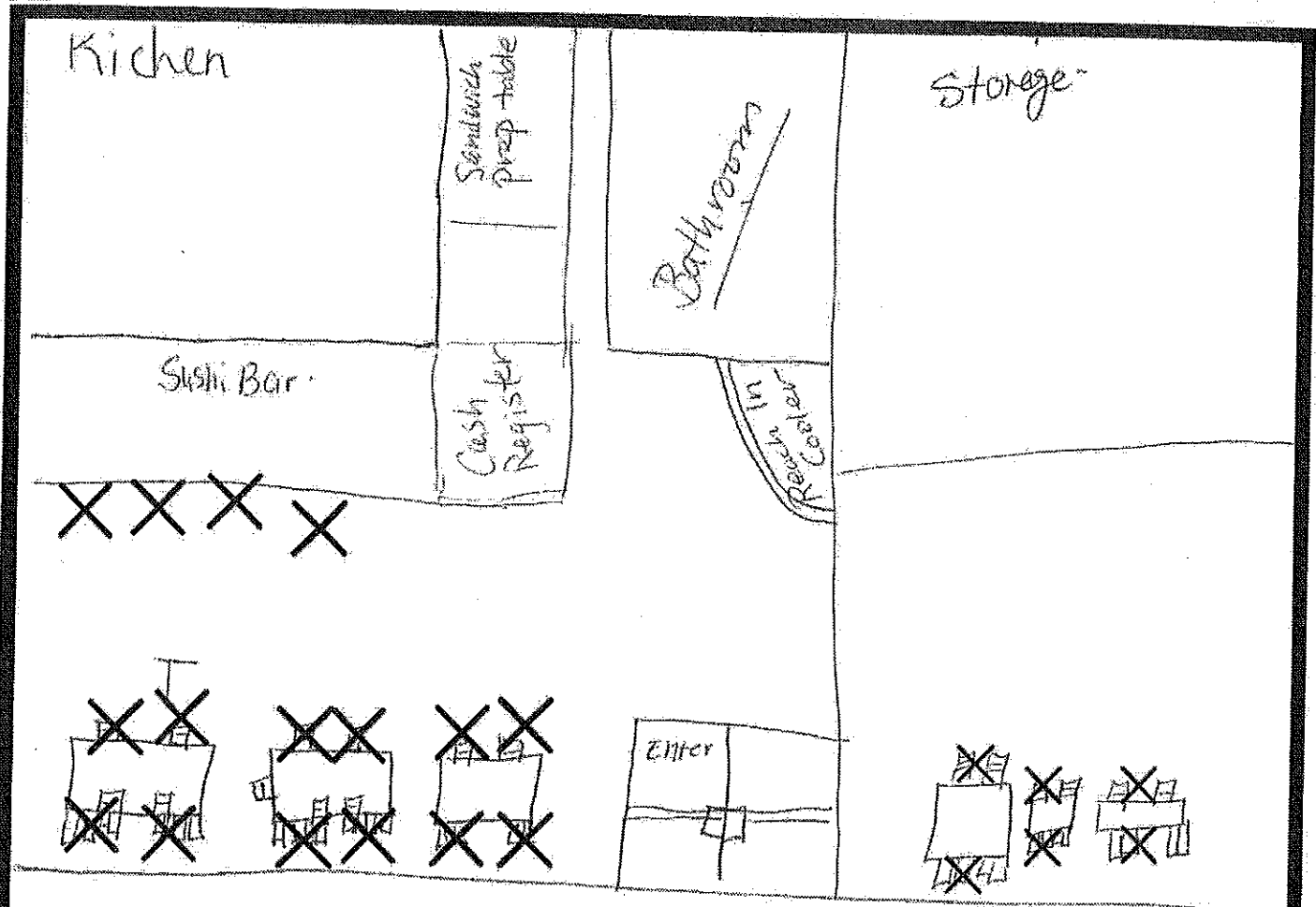
1-800-452-OLCC (6522)
www.oregon.gov/olcc

(rev. 12/07)



OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

- Your floor plan must be submitted on this form.
- Use a separate Floor Plan Form for each level or floor of the building.
- The floor plan(s) must show the specific areas of your premises (e.g. dining area, bar, lounge, dance floor, video lottery room, kitchen, restrooms, outside patio and sidewalk cafe areas.)
- Include all tables and chairs (see example on back of this form). Include dimensions for each table if you are applying for a Full On-Premises Sales license.



X represent a 1 seat

Table will not be layout apart and not closely together. Tables on the right are outdoor seating. 3 small round table with 6 seat

Applicant Name: Margarita Salgado

Trade Name (dba): Cherry's naguni
City and ZIP Code: Keizer OR 97303

.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)

Date: _____ Initials: _____

1-800-452-OLCC (6522)
www.oregon.gov/olcc

COUNCIL MEETING: July 6, 2020
AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY, CITY MANAGER

**FROM: SHANE WITHAM, INTERIM COMMUNITY DEVELOPMENT
DIRECTOR**

SUBJECT: Proposed text amendments to Keizer Development Code (KDC) Section 3.106(Property Line Adjustments), Section 3.107(Partitions), and Section 3.108(Subdivisions, Planned Unit Developments, and Manufactured Home Parks) to modify the language regulating the extension of preliminary approvals.

ATTACHMENTS:

- KDC Section 3.106(Property Line Adjustments) – draft
- KDC Section 3.107(Partitions) – draft
- KDC Section 3.108(Subdivisions, Planned Unit Developments, and Manufactured Home Parks) – draft

ISSUE:

Planning Commission held a public hearing on June 10, 2020 to consider proposed text amendments to Keizer Development Code (KDC) Section 3.106 (Property Line Adjustments) and Section 3.107(Partitions). At the meeting, it was determined that Section 3.108 (Subdivisions, Planned Unit Developments, and Manufactured Home Parks) should also be amended for consistency. The proposed draft amendments are related to the allowable timeframes for preliminary approvals and extensions governed by those sections. The Planning Commission voted unanimously to recommend approval of the proposed text amendments.

BACKGROUND:

Currently, a preliminary approval for land use decisions governed by Sections 3.106 and 3.107 is valid for one year, with the allowance for a “one time one year” extension to be granted. KDC Section 3.108 has the same initial one year preliminary approval timeframe, but allows for extensions to be granted for one additional year at a time without the “one time” provision found in Sections 3.106 and 3.107. Staff recommended that Planning Commission eliminate the “one time” provision of Sections 3.106 and 3.107 to be consistent with the existing language of Section 3.108, in order to allow additional flexibility for developers and property owners to complete their projects.

Planning Commission agreed with the staff recommendation to eliminate the “one time” provision for extensions, and recommends increasing the initial preliminary approval timeframe of one year to two years. Planning Commission also recommends that KDC Section 3.108 be changed to two years to maintain consistency throughout the KDC, which was not originally anticipated.

RECOMMENDATION:

That City Council open the public hearing to consider the proposed text amendments, close the public hearing, deliberate, and direct staff to prepare an ordinance with findings to adopt the proposed revisions.

3.106 PROPERTY LINE ADJUSTMENT

3.106.01 Purpose

The development standards in this Development Code protect the public health, safety and welfare by establishing standard setbacks, minimum lot areas, density, and other development standards that apply to various uses. In the event the property line between two or more properties is proposed to be moved with the consent of all parties, approval of a property line adjustment is necessary to assure the resultant parcels meet all standards of this Code. (6/16)

3.106.02 Application and Fee

An application for a property line adjustment shall be filed with the City and accompanied by the appropriate fee. It shall be the applicant's responsibility to submit a complete application that addresses the review criteria of this Section. The application shall include: (6/16)

- A. A copy of all recorded deeds for the existing units of land; (6/16)
- B. A site plan indicating: (6/16)
 - 1. The dimensions and areas of the units of land before and after the proposed property line adjustment; (6/16)
 - 2. Building setbacks and location to existing and proposed property line adjustment. (6/16)

3.106.03 Applicability

Under the following provisions and in accordance with Section 2.310.03.B, a property owner(s) or his designate may propose a property line adjustment. (6/16)

3.106.04 Criteria – Property Line Adjustment

Staff may grant a property line adjustment in accordance with the Type I-B review procedures provided that the applicant provides evidence that the following circumstances substantially exist: (6/16)

- A. The adjustment of lot lines results in no more parcels than originally existed. (5/98)
- B. The proposed property line adjustment results in parcels that meet all area and dimension standards of this Code; and (6/16)
- C. The proposed property line adjustment does not locate lot lines in violation of the setback and height provisions of the Code relative to existing structures and improvements. (6/16)

- D. The property line adjustment involves only lots or parcels that have been lawfully created. (6/16)
- E. The property line adjustment by itself does not prohibit any property from accessing either a public right of way or an access easement. (6/16)

3.106.05 Process for Final Approval

- A. Survey. Within ~~1~~2 years of the final decision, a preliminary plat, survey of record, property line adjustment deed or other document as required by Marion County Surveyor shall be recorded or filed. If such document is not submitted within ~~1~~2 years, the preliminary approval shall lapse. The City staff may extend the approval period for not more than 1 additional year at a time. Requests for extension of approval time must be submitted in writing thirty days prior to the expiration date of the approval period. A one-time one-year extension shall be granted by the Community Development Director. Extensions may only be granted if provided that no subsequent code amendments/revisions have been adopted by City Council that might otherwise affect the property line adjustment as proposed. Applicant shall submit written extension request prior to expiration of decision. (6/16)
- B. Recording of Approved Plat, Survey of Record, Property Line Adjustment Deed or Other Document. No building permit shall be issued until the appropriate documents have been recorded with the County Recorder. The applicant shall be responsible for all recording fees. (6/16)

3.107 PARTITIONS

3.107.01 Purpose

The development standards in this Development Code protect the public health, safety and welfare by establishing standard setbacks, minimum lot areas, density, and other development standards that apply to various uses. The development standards for Partitioning are provided for the orderly, safe, efficient and livable development of land within the City of Keizer. (2/01)

3.107.02 Applicability

A partition is required for any land division that creates two or three parcels in a calendar year. (2/01)

3.107.03 Application and Fee

An application for a partition shall be filed with the City and accompanied by the appropriate fee. It shall be the applicant's responsibility to submit a complete application that addresses the review criteria of this Section. (2/01)

3.107.04 General Provisions

- A. Validity. Partition approval is valid in perpetuity, upon recording of the final surveyed plat. (2/01)
- B. Number of Parcels. No parcel within an approved partition may be redivided within the same calendar year in which it was recorded, except through the subdivision process. (2/01)
- C. Master Plan. A master plan for development may be required for any application that leaves a portion of the subject property capable of replatting. (07/07)

3.107.05 Submittal Requirements for Preliminary Review

- A. Application Process. Applications for partitions shall be submitted on forms provided by the City and accompanied by the appropriate fee. It shall be the applicant's responsibility to submit a complete application that addresses the review criteria of this Section. (5/98)
- B. Submittal Requirements. Each application shall be accompanied by a preliminary partition plat drawn to scale of not less than one inch equals 50 feet nor more than one inch equals 200 feet, and containing at a minimum, the following: (5/98)
 - 1. Appropriate identification stating the drawing is a preliminary plan. (5/98)

2. North point, scale and date. (5/98)
3. Name and addresses of land owner, applicant, engineer, surveyor, planner, architect or other individuals responsible for the plan. (5/98)
4. Assessor Map number and tax lot number of subject property. (2/01)
5. The property lines and approximate area of the subject property. (2/01)
6. Dimensions and size in square feet or acres of all proposed parcels. (5/98)
7. The approximate location of existing streets, easements or right-of-ways adjacent to, or within, the subject property, and, existing improvements on the property and important features such as section, political boundary lines. (5/98)
8. Future Street Plan. A future street plan shall be submitted with partition proposals that include (a) public street(s) to connect to adjacent property for future development. The future street plan shall show the pattern of existing and future streets from the boundaries of the proposed land division and shall include other parcels within 500 feet of the proposed land division property line. The City may determine future neighborhood street connections. A future street proposal may be modified when subsequent development proposals are submitted. (01/02)

3.107.06 Process for Preliminary Review

Preliminary plats for partitions shall be reviewed in accordance with the Type I-B review procedures specified in Section 3.202.02. (2/01)

3.107.07 Review Criteria

Approval of a partitioning shall require compliance with the following: (5/98)

- A. Each parcel shall meet the access requirements of Section 2.310.03.D. (5/98)
- B. Each parcel shall satisfy the dimensional standards of applicable zoning district, unless a variance from these standards is requested and is approved. (07/07)
- C. Each parcel shall comply with the requirements of Section 2.310. (2/01)
- D. Rough Proportionality. Improvements or dedications required as a condition of development approval, when not voluntarily accepted by the applicant, shall be roughly proportional to the impact of development. Findings in the development approval shall indicate how the required improvements or dedications are roughly proportional to the impact. (01/02)

- E. Each parcel shall comply with the applicable requirements within Sections 2.301 (General Provisions) ; 2.302 (Street Standards); 2.303 (Off-Street Parking and Loading); 2.305 (Transit Facilities); 2.306 (Storm Drainage); 2.307 (Utility Lines and Facilities); 2.309 (Site and Landscaping Design); and, 2.316 (Infill Development). (07/07)
- F. Adequate public facilities shall be available to serve the existing and newly created parcels. (5/98)

3.107.08 Process for Final Plat Approval

- A. Survey. Within ~~12~~ 5 years of the final decision approving a preliminary plat, a final survey of the approved plat shall be recorded. If the final survey is not submitted within ~~12~~ 5 years, the preliminary approval shall lapse. The City staff may extend the approval period for not more than 1 additional year at a time. Requests for extension of approval time must be submitted in writing thirty days prior to the expiration date of the approval period. A one-time one-year extension may be granted by the Community Development Director. Extensions may only be granted if provided that no subsequent code amendments/revisions have been adopted by City Council that might otherwise affect the partition as proposed. Applicant shall submit written extension request prior to expiration of decision. (07/07)
- B. Final Approval. If the partition plat is consistent with the approved preliminary plat, and if the conditions of approval have been satisfied, the City shall sign the final plat. (5/98)
- C. Recording of Approved Plat. No building permit shall be issued until the final approved Plat has been recorded with the County Recorder. The applicant shall be responsible for all recording fees. (2/01)
- D. Improvements/Bonding. Prior to issuance of an occupancy permit, all improvements required by the conditions of approval shall be constructed or the construction shall be guaranteed through a performance bond or other instrument acceptable to the City Attorney, as provided for in Subsection 3.202.05.B. (2/01)

3.108 SUBDIVISIONS, PLANNED UNIT DEVELOPMENTS, AND MANUFACTURED HOME PARKS

3.108.01 Purpose

The development standards in this Development Code protect the public health, safety and welfare by establishing standard setbacks, minimum lot areas, density, and other development standards that apply to various uses. Development standards for Subdivisions are provided for the orderly, safe, efficient and livable development of land within the City of Keizer. Planned Unit Development standards allow flexibility and encourage a more creative approach in the development of land. Manufactured Home Park standards are developed to protect the public health, safety and welfare by establishing standard setbacks, minimum lot areas, density, and other applicable development standards. (2/01)

3.108.02 Application and Fee

An application for a Subdivision, Planned Unit Development or Manufactured Home Park shall be filed with the City and accompanied by the appropriate fee. It shall be the applicant's responsibility to submit a complete application in accordance with Section 3.201.03 and that addresses the review criteria of this Section. (2/01)

3.108.03 Applicability

A subdivision (or planned unit development) is required for any land division that creates more than three parcels in a calendar year. A Manufactured Home Park approval is required for establishing such a park. (2/01)

3.108.04 Submittal Requirements

- A. Application Process. Applications for all subdivisions, planned unit developments, and manufactured home parks shall be submitted on forms provided by the City and accompanied by the appropriate fee. It shall be the applicant's responsibility to submit a complete application, and to assure that it addresses the review criteria of this Section. (2/01)
- B. Submittal Material. The following submittal requirements shall apply to all Preliminary Plan applications for subdivisions, planned unit developments, and manufactured home parks. (5/98)
 - 1. All applications shall be submitted on forms provided by the City to the City along with the appropriate fee. It shall be the applicant's responsibility to submit a complete application that addresses the review criteria of this Section. (5/98)
 - 2. Submittal Requirements. Each application shall be accompanied by a preliminary plat drawn to scale of not less than one inch equals 50 feet

nor more than one inch equals 200 feet, and containing at a minimum, the following: (5/98)

- a. Appropriate identification stating the drawing is a preliminary plan. (5/98)
- b. North point, scale and date. (5/98)
- c. Name and addresses of land owner, applicant, engineer, surveyor, planner, architect or other individuals responsible for the plan. (5/98)
- d. Assessor Map and tax lot number of subject property. (2/01)
- e. The property lines and approximate area of the subject property. (2/01)
- f. Dimensions and size in square feet or acres of all proposed parcels. (5/98)
- g. The approximate location of existing streets, easements or right-of-ways adjacent to, or within, the subject property, and, existing improvements on the property and important features such as section, political boundary lines. (5/98)
- h. The name, address and phone number of the applicant engineer, land surveyor, or person preparing the application; (5/98)
- i. Name of the PUD, subdivision, or manufactured home park. (5/98)
- j. Date the drawing was produced. (2/01)
- k. Vicinity sketch showing location of the proposed land division. (5/98)
- l. Identification of each lot or parcel and block by number. (5/98)
- m. Gross acreage of property being subdivided or partitioned. (5/98)
- n. Direction of drainage and approximate grade of abutting streets. (5/98)
- o. Streets proposed and their names, approximate grade, and radius of curves. (5/98)
- p. Any other legal access to the subdivision, PUD, manufactured home park, or partition other than a public street. (5/98)

- q. Contour lines at two foot intervals if 10% slope or less, five foot intervals if exceeding 10% slope, and a statement of the source of contour information. (5/98)
 - r. All areas to be offered for public dedication. (5/98)
 - s. Future Street Plan. Applicants for a subdivision, planned unit development, or manufactured home park shall submit as a part of their application, a future street plan. The future street plan shall show the pattern of existing and future streets from the boundaries of the proposed land division and shall include other parcels within 500 feet of the proposed land division property line. The City may determine future neighborhood street connections. A future street proposal may be modified when subsequent development proposals are submitted. (01/02)
- C. Supplemental Information. The following supplemental information shall be required for all PUD Preliminary Plan applications: (2/01)
- 1. Calculations justifying the proposed density of development. (5/98)
 - 2. Proposed uses of the property, including sites, if any, for attached dwelling units, recreational facilities, parks and playgrounds or other public or semi-public uses. Clearly indicate the purpose, conditions and limitations of such reservations. (2/01)
 - 3. The approximate location and dimensions of all commercial or multi-family structures proposed to be located on the site. (5/98)
 - 4. Written statement identifying improvements to be made or installed including streets, sidewalks, bikeways, trails, lighting, tree planting, landscaping, and time such improvements are to be made or completed. (2/01)
 - 5. Written statement outlining proposals for ownership and maintenance of all open space areas, private streets and any commonly owned facilities. (5/98)
 - 6. Traffic Impact Analysis, if required pursuant to Section 2.301.03 of this code. (07/09)

3.108.05 Review Procedures

- A. Hearings Officer. All Preliminary Plans for subdivisions, PUDs, and manufactured home parks shall be heard by the Hearings Officer pursuant to the procedures set forth in Section 3.202.04. (2/01)

- B. Time Limit. Approvals of any preliminary plans for a subdivision, PUD, or manufactured home park shall be valid for ~~one~~two years after the date of the written decision. A Final Plat for a subdivision shall be recorded within this time period or the approvals shall lapse. PUDs or manufactured home parks, which do not involve the subdivision of property, shall show substantial progress toward the construction of the project within the ~~one~~two year period or the approval shall lapse. (2/01)
- C. Time Extension. The City staff may extend the approval period for any subdivision, PUD, or manufactured home park for not more than 1 additional year at a time. Requests for extension of approval time shall be submitted in writing thirty days prior to the expiration date of the approval period. (5/98)
- D. Reapplication Required. If the approval period is allowed to lapse, the applicant must resubmit the proposal, including all applicable fees, for public hearing before the Hearings Officer. The applicant will be subject to all applicable standards currently in effect. (5/98)

3.108.06 Review Criteria

Approval of a subdivision, PUD, or manufactured home park shall require compliance with the following: (2/01)

- A. The proposal shall comply with the applicable development standards in Section 2.405 and Section 2.3, as appropriate, including provisions for streets and utilities. (5/98)
- B. Each lot shall satisfy the dimensional standards and density standard of the applicable zoning district, unless a variance from these standards is approved. (5/98)
- C. Adequate public facilities shall be available and shall serve the existing and newly created parcels. (2/01)
- D. Rough Proportionality. Improvements or dedications required as a condition of development approval, when not voluntarily accepted by the applicant, shall be roughly proportional to the impact of development. Findings in the development approval shall indicate how the required improvements or dedications are roughly proportional to the impact. (01/02)

3.108.07 Form of Final Subdivision Plat

- A. Final Plat Requirements. The final plat shall be prepared in a form and with information consistent with ORS 92.010-92.160, and approved by the County Surveyor. (2/01)
- B. Owners Association. Where applicable, all Owners Agreements, Articles and By-Laws shall be submitted with the final plat for review by the City Attorney. (5/98)

1. The Zoning Administrator, until the Owners Association Agreement, Articles and By-Laws are approved shall not approve the final plat. (5/98)
 2. The Owner's Association Agreement shall be consistent with Chapter 94, Oregon Revised Statutes. (5/98)
 3. A Certificate of Formation of a non-profit corporation, with a State seal, for the Owners Association, shall be submitted with the final plat for review by the Planning Commission. (5/98)
 4. Signed, original documents of the Owners Association Agreement, Articles and By-Laws and the Certificate of Formation described in (3) above, shall be recorded with the final plat. (5/98)
- C. Subdivision Names. All plat names shall conform to ORS 92.090. (5/98)

3.108.08 Final Plat Review of Subdivisions

- A. Final Review. The final subdivision or planned unit development plat shall be submitted to the City staff for review. Staff shall review the plat to assure compliance with the approved preliminary plat and with the conditions of approval. The Zoning Administrator shall signify staff approval of the final plat by signing the final plat. (2/01)
- B. Filing Final Plat. The final subdivision plat shall be filed with the Marion County Clerk's Office. (5/98)

CITY COUNCIL MEETING: July 6, 2020

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: CHARTER REVISIONS

At the June 15, 2020 Council meeting, the Council continued the public hearing to gather input on the Charter Review Committee's (CRC) recommended Charter. Such hearing is scheduled for tonight.

For your convenience, I have attached the current Keizer Charter, the CRC approved Charter revision and the current matrix that shows the changes for each section. See "Comments/Difference" column. In addition, there is a fifth column (Suggested Changes) which shows some minor changes since the CRC approval.

Also attached is written testimony provided by citizens to the Committee at the public forum, written testimony provided by the Keizer Chamber of Commerce at the first Council public hearing, and written testimony provided by Kathryn Lincoln provided for tonight's public hearing.

RECOMMENDATION:

Open the public hearing and accept testimony. Following receipt of testimony, close the public hearing and direct staff to return with the Charter revision with the suggested changes as shown in the fifth column of the matrix and any other changes Council chooses.

Please contact me if you have any questions in this regard. Thank you.

***THE CHARTER
OF THE
CITY OF KEIZER,***

***MARION COUNTY,
STATE OF OREGON***



Incorporated November 2, 1982

Adopted by the Voters on March 29, 1983

Amended by the Voters on March 26, 1985

Amended by the Voters on November 3, 1992

Amended by the Voters on November 9, 1993

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A CHARTER

To provide for the government of the City of Keizer, Marion County, Oregon.

Be it enacted by the people of the city of Keizer, Marion County, Oregon:

CHAPTER I: NAME AND BOUNDARIES

SECTION 1. TITLE OF ENACTMENT. This enactment may be referred to as the Keizer City Charter as amended.

SECTION 2. NAME OF CITY. The municipality of Keizer, Marion County, Oregon, shall continue to be a municipal corporation with the name "City of Keizer."

SECTION 3. BOUNDARIES. The city includes all territory within its boundaries as they now exist or hereafter are modified pursuant to state law. The custodian of the city's records shall keep an accurate, current description of the boundaries and make a copy of it available for public inspection in the City Hall during regular city office hours.

CHAPTER II: POWERS

SECTION 4 . P OWERS O F T H E C I T Y. The city shall have all powers which the constitutions, statutes, and common law of the United States and of this state expressly or impliedly grant or allow municipalities, as fully as though this charter specifically enumerated each of those powers.

SECTION 5. CONSTRUCTION OF CHARTER. In this charter, no specification of a power is exclusive or restricts authority that the city would have if the power were not specified. The charter shall be liberally construed, so that the city may exercise fully all its powers possible under this charter and under United States and Oregon law. All powers are continuing unless a specific grant of power clearly indicates the contrary.

CHAPTER III: FORM OF GOVERNMENT

SECTION 6. WHERE POWERS VESTED. Except as this charter prescribes otherwise and as the Oregon Constitution reserves municipal legislative power to the voters of the city, all powers of the city are vested in the council.

SECTION 7. COUNCIL. The council shall be composed of a mayor and six councilors elected from the city at large by numbered positions.

SECTION 8. COUNCILORS. Councilors shall hold office by positions which shall be numbered one through six. The term of office of each councilor in office when this charter is adopted is the term of office for which the councilor has been elected before adoption of the charter (or is elected at the time of the adoption). At each general election after the adoption, three councilors shall be elected, each for a four-year term.

SECTION 9. MAYOR. The term of office of the Mayor in office when this charter is adopted is the term of office for which the mayor has been elected before adoption of the charter. The term of office of the mayor elected at the time of adoption of the charter shall begin as provided by Section 26 of this charter. At the next general election after this adoption, a mayor shall be elected for a two year term.

SECTION 10. MANAGER, MUNICIPAL JUDGE, AND OTHER OFFICERS. The officers of the city shall be a city manager, municipal judge, and city attorney, each of whom the council shall appoint and may remove by majority vote of all the members of the council, and such other officers as the council deems necessary. The council may combine any two or more appointive offices, except the offices of city manager and municipal judge. In no such combination shall the municipal judge be subject in his judicial functions to supervision by any other officer.

SECTION 11. SALARIES. The compensation for the services of each city officer and employee shall be the amount fixed by the council. Councilors shall be unpaid except that they may be reimbursed for ordinary and necessary expenses incurred in the performance of their official duty.

SECTION 12. QUALIFICATIONS OF OFFICERS. No person shall be eligible for an elective office of the city unless at the time of his or her election he or she is a qualified elector within the meaning of the state constitution and has resided in the city during the twelve months immediately preceding the election. The council shall be final judge of the qualifications and election of its own members.

CHAPTER IV: COUNCIL

SECTION 13. MEETINGS. The council shall hold a regular meeting at least once each month in the city at a time and at a place which it designates. It shall adopt rules for the government of its members and proceedings. The mayor, upon his or her own motion may, or at the request of three members of the council shall, by giving notice thereof to all members of the council, call a special meeting of the council for a time after the notice is given. Special meetings of the council may also be held at any time by the common consent of all the members of the council.

SECTION 14. QUORUM. A majority of the incumbent members of the council shall constitute a quorum for its business, but a smaller number may meet and compel the attendance of absent members in a manner provided by ordinance.

SECTION 15. RECORD OF PROCEEDINGS. The council shall cause a record of its proceedings to be kept. Upon the request of any of its members, the ayes and nays upon any question before it shall be taken and entered in the record.

SECTION 16. PROCEEDINGS TO BE PUBLIC. No action by the council shall have legal effect unless the motion for the action and the vote by which it is disposed of take place at proceedings open to the public.

SECTION 17. MAYOR'S FUNCTIONS AT COUNCIL MEETINGS. The mayor shall be chairperson of the council and preside over its deliberations. The mayor shall have a vote on all questions before it. The mayor shall have authority to preserve order, enforce the rules of the council, and determine the order of business under the rules of the council.

SECTION 18. PRESIDENT OF THE COUNCIL. At its first meeting of each odd-numbered year, the council by ballot shall elect a president from its membership. In the mayor's absence from a council meeting, the president shall preside over it. Whenever the mayor is unable to perform the functions of the office, the president shall act as mayor.

SECTION 19. VOTE REQUIRED. Except as this charter otherwise provides, the concurrence of a majority of the members of the council voting when a quorum of the council is present shall decide any question before the council.

CHAPTER V POWERS AND DUTIES OF OFFICERS

SECTION 20. MAYOR. The mayor shall appoint the council committees provided by the rules of the council. The mayor shall sign all records of proceedings approved by the council. The mayor shall have no veto power and shall sign all ordinances passed by the council within three days after their passage. After the council approves a bond of a city officer or a bond for a license, contract, or proposal, the mayor shall endorse the bond.

SECTION 21. CITY MANAGER.

(a) **Qualifications**

The city manager shall be the administrative head of the government of the city. The city manager shall be chosen without regard to political considerations and solely on the basis of executive and administrative qualifications. Before taking office, the city manager shall give a bond in such amount and with such surety as may be approved by the council. The premiums on such bond shall be paid by the city.

(b) **Term**

The manager shall be appointed by a majority of all members of the council for an indefinite term and may be removed at the pleasure of the council by a vote of not less than four (4) councilors. Upon any vacancy occurring in the office of manager the council at its next meeting shall adopt a resolution of its intention to appoint another manager. Not later than six months after adopting the resolution, the council shall appoint a manager to fill the vacancy.

(c) **Powers and Duties**

The powers and duties of the manager shall be as follows:

- (1) The city manager shall devote full time to the discharge of his or her official duties, attend all meetings of the council unless excused therefrom by the council or the mayor, keep the council advised at all times of the affairs and needs of the city, and make reports annually, or more frequently if requested by the council, of all the affairs and departments of the city.
- (2) The city manager shall ensure that all ordinances are administered to the satisfaction of the council, and that the provisions of all franchises, leases, contracts, permits, and privileges granted by the city are fulfilled.
- (3) The city manager shall appoint and may remove appointive city officers and employees except as this charter otherwise provides, and shall have general supervision and control over them and their work with power to transfer an employee from one department to another. The city manager shall supervise the

departments to the end of obtaining the utmost effective efficiency. The city manager shall have no control, however, over the council, city attorney, or over the judicial activities of the municipal judge.

- (4) The city manager shall organize and reorganize the departmental structure of city government.
 - (5) The manager shall be responsible for preparing and submitting to the budget committee the annual budget estimates and such reports as that body requests.
 - (6) The city manager shall supervise the operation of all public utilities owned and operated by the city and shall have general supervision over all city property.
- (d) **Seats at Council Meetings**
The manager and such other officers as the council designates shall be entitled to sit with the council but shall have no vote on questions before it. The manager may take part in all council discussions.
- (e) **Manager Pro Tem**
Whenever the manager is absent from the city, is temporarily disabled from acting as manager, or whenever the office becomes vacant, the council shall appoint a manager pro tem, who shall possess the powers and duties of the manager. No manager pro tem, however, may appoint or remove a city officer or employee except with the approval of three-fourths of the members of the council. No manager pro tem shall hold the position as such for more than six months, and no appointment of a manager pro tem shall be renewed.
- (f) **Interference in Administration and Elections**
No member of the council shall directly or indirectly, by suggestion or otherwise, attempt to influence or coerce the manager in the making of any appointment or removal of any officer or employee or in the purchase of supplies; or attempt to exact any promise relative to any appointment from any candidate for manager; or discuss directly or indirectly with the manager the matter of specific appointment to any city office or employment. A violator of the foregoing provisions of this section may be removed from office by the council and such action may be reviewed by a court of competent jurisdiction. The council by general ordinance shall set the procedures for removing a member of the council. Nothing in this section shall be construed, however, as prohibiting the council while in open session from fully and freely discussing with or suggesting to the manager anything pertaining to city affairs or the interests of the city. Further, a councilor may, at any time request and receive information to which a private citizen is entitled.

SECTION 22. MUNICIPAL JUDGE. The municipal judge shall be the judicial officer of the city. The municipal judge shall hold within the city a court known as the municipal court for the City of Keizer, Marion County, Oregon. The court shall be open for the transaction of judicial business at times specified by the council. All area within the city and, as provided by law, territory outside the city, shall be within the territorial jurisdiction of the court. The municipal judge shall exercise original jurisdiction of all offenses defined and made punishable by ordinances of the city and of all actions authorized by ordinances of the city. The municipal judge shall have authority to issue process for the arrest of any person accused of an offense

against the ordinances of the city, to commit any such person to jail or admit him or her to bail pending trial, to issue subpoenas, to compel witnesses to appear and testify in court on the trial of any cause before him or her, to compel obedience to such subpoenas, to issue any process necessary to carry into effect the judgments of the court, and to punish witnesses and others for contempt of court. When not governed by ordinances or this charter, all proceedings in the municipal court for the violation of city ordinance shall be governed by the applicable general laws of the state governing justices of the peace and justice courts. The council may appoint such pro tem judges as it considers necessary, to hold office at the pleasure of the council. Notwithstanding this section or Section 10 of this charter, the council may provide for the transfer of powers and duties of the municipal court to the appropriate court of the State of Oregon.

SECTION 23. (This section left intentionally blank.)

CHAPTER VI: ELECTIONS

SECTION 24. REGULATION OF ELECTION GENERALLY. Except as this charter provides otherwise, or the council provides otherwise by ordinances, general laws of the state apply to city elections.

SECTION 25. TIE VOTES. In the event of a tie vote for candidates for an elective office, the successor candidate shall be determined by a public drawing of lots in a manner prescribed by the council.

SECTION 26. COMMENCEMENT OF TERMS OF OFFICE. The term of office of an elective officer who is elected at a general election begins at the first council meeting of the year immediately after the election and continues until the successor to the office assumes the office.

SECTION 27. OATH OF OFFICE. Before assuming city office, an officer shall take an oath or shall affirm that he or she will faithfully perform the duties of the office and support the constitution and laws of the United States and of the State of Oregon.

SECTION 28. NOMINATIONS. A qualified elector who has resided continuously in the city during the 12 months immediately preceding an election may be nominated for an elective city office to be filled at the election. The nomination shall be by a petition that specifies the office sought. The petition shall be signed by not fewer than 120 electors.

CHAPTER VII: VACANCIES IN OFFICE

SECTION 29. WHAT CREATES VACANCY. An office shall be deemed vacant upon the incumbent's death; adjudicated incompetence; conviction of a felony, other offense pertaining to his or her office; or unlawful destruction of public records; resignation; recall from office; or ceasing to possess the qualifications for the office; upon the failure of the person elected or appointed to the office to qualify therefor within ten days after the time for his or her term of office to commence; or in the case of a mayor or councilor, upon his or her absence from the city for 30 days without the consent of the council or upon his or her absence from meetings of the council for 60 days without like consent, or upon the incumbent's removal of his or her

principal residency from the city, and upon a declaration by the council of the vacancy.

SECTION 30. FILLING OF VACANCIES. Vacant elective offices in the city shall be filled by appointment. A majority vote of the remaining members of the council shall be required to validate the appointment. The appointee's term of office shall begin upon his or her appointment and shall continue throughout the unexpired term of his or her predecessor. During the temporary disability of any officer for greater than 60 days or during a temporary absence from the city for greater than 60 days for any cause, the office may be filled pro tem in the manner provided for filling vacancies in office permanently. Should the office of mayor become vacant, then the president of the council shall become mayor and the council shall appoint a councilor as provided herein.

CHAPTER VIII: ORDINANCES

SECTION 31. ENACTING CLAUSE. The enacting clause of all ordinances hereafter enacted shall be, "The City of Keizer ordains as follows:"

SECTION 32. MODE OF ENACTMENT.

- (1) Except as the second and third paragraphs of this section provide to the contrary, every ordinance of the council shall, before being put upon its final passage, be read fully and distinctly in open council meeting on two different days.
- (2) Except as the third paragraph of this section provides to the contrary, an ordinance may be enacted at a single meeting of the council by unanimous vote of all councilors present, upon being read first in full and then by title.
- (3) Any of the readings may be by title only if no councilor present at the meeting requests to have the ordinance read in full or if a copy of the ordinance is provided for each councilor and three copies are provided for public inspection at city hall not later than one week before the first reading of the ordinance and if notice of their availability is given forthwith upon the filing, by written notice posted at the city hall and two other public places in the city or by advertisement in a newspaper of general circulation in the city. An ordinance enacted after being read by title alone may have no legal effect if it differs substantially from its terms as it was thus filed prior to such reading, unless such section incorporating such a difference is read fully and distinctly in open council meeting as finally amended prior to being approved by the council.
- (4) Upon the final vote on an ordinance, the ayes and nays of the members shall be taken and entered in the record of proceedings.
- (5) Upon the enactment of an ordinance the custodian of city records shall sign it with the date of its passage and his or her name and title of office, and within three days thereafter the mayor shall sign it with the date of his or her signature, his or her name, and the title of his or her office.

SECTION 33. WHEN ORDINANCES TAKE EFFECT. An ordinance enacted by the council shall take effect on the thirtieth day after its enactment. When the council deems it advisable, however, an ordinance may provide a later time for it to take effect, and in case of an emergency, it may take effect immediately or on a date specified in the ordinance.

CHAPTER IX: PUBLIC IMPROVEMENTS

SECTION 3 4. CO NDEMNATION. Any necessity of taking property for the city by condemnation shall be determined by the council and declared by a resolution of the council describing the property and stating the uses to which it shall be devoted.

SECTION 3 5. I MPROVEMENTS. The procedure for making, altering, vacating, or abandoning a public improvement shall be governed by general ordinance or, to the extent not so governed, by the applicable general laws of the state. Action on any proposed public improvement, except a sidewalk or except an improvement unanimously declared by the council to be needed at once because of an emergency, shall be suspended for six months upon a remonstrance thereto by the owners of two-thirds of the land to be specially assessed therefor. In this section "owners" shall mean the record holder of legal title or, where land is being purchased under a land sale contract recorded or verified to the City Manager in writing by the record holder of legal title to the land, the purchaser shall be deemed the "owner".

SECTION 3 6. S PECIAL A SSESSMENTS. The procedure for levying, collecting, and enforcing the payment of special assessments for public improvements or other services to be charged against real property shall be governed by general ordinance.

SECTION 37. BIDS. The procedure for bidding public improvements shall be governed by general ordinance and shall be in agreement with standards established by state law.

CHAPTER X: MISCELLANEOUS PROVISIONS

SECTION 38. DEBT LIMIT. The city's indebtedness may not exceed debt limits imposed by state law. A city officer or employee who creates or officially approves indebtedness in excess of this limitation is jointly and severally liable for the excess. A charter amendment is not required to authorize city indebtedness.

SECTION 3 9. E XISTING O RDINANCES CONTINUED. All ordinances of the city consistent with this charter and in force when it takes effect shall remain in effect until amended or repealed.

SECTION 40. SEVERABILITY. If any provision of this charter is held invalid, the other provisions of the charter shall not be affected. If the application of the charter or any of its provisions to any person or circumstance is held invalid, the application of the charter and its provisions to other persons or circumstances shall not be affected.

SECTION 41. NUMBER AND CA PTIONS. As used herein, the singular shall include the plural, and the plural the singular. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this charter.

SECTION 42. TIME OF EFFECT OF CHARTER. This charter shall take effect upon its passage.

SECTION 43. WATER REVENUE USE. All revenue generated by the City of Keizer Water Department fund shall be used exclusively to pay for the water department fund expenses. [Referred to the people by the city council; passed March 26, 1985.]

SECTION 44. PROHIBIT MINORITY STATUS FOR HOMOSEXUALITY.

- (a) The City of Keizer, including its Council and elected or appointed officers, shall not make, pass, adopt, or enforce any ordinance, rule, regulation, policy or resolution that extends minority status, affirmative action, quotas, special class status, or any similar concepts, based on homosexuality or which establishes any categorical provision such as "sexual orientation, " "sexual preference," or any similar provision which includes homosexuality.
- (b) City funds shall not be expended to promote homosexuality or express approval of homosexual behavior.
- (c) This Section shall not be construed to deny any Citizen, based on perceived or actual private lawful sexual practices, any City services, licenses, or approvals otherwise due or available.
- (d) This Section shall not be construed to limit public libraries from providing materials for adults which address homosexuality.
- (e) Subsection (a) of this Section shall not nullify or be construed to nullify any city, state, or federal civil rights protection based on race, religion, color, sex, marital status, familial status, national origin, age or disability. Neither shall subsection (a) be construed to abrogate, abridge, impede, or otherwise diminish the holding, enjoyment, or exercise of any rights guaranteed to Citizens by the Constitution of the State of Oregon or the Constitution of the United States.
- (f) Subsection (a) of this Section shall not be construed to forbid the adoption of provisions prohibiting employment decisions based on factors not directly related to employment. If such a provision is adopted, it is the intent of the People that lawful private sexual behavior, or rumor, perception, or knowledge of a person's lawful private sexual behavior, are factors not directly related to employment. If such a provision is adopted, it is the intent of the People that personal expression, conversation or any other free expression concerning private lawful sexual behavior shall also be considered factors not directly related to employment, unless such actions disrupt the workplace.
- (g) This Section shall be an explicit and necessary restriction and limitation upon the authority of the Council.
- (h) It shall be considered that it is the intent of the People in enacting this Section that if any part thereof is held unconstitutional by a court of competent jurisdiction, the remaining parts shall be held in full force and effect. This Section shall be in all parts self-executing. *[Initiative passed by the voters on November 9, 1993]*

***THE CHARTER
OF THE
CITY OF KEIZER,***

***MARION COUNTY,
STATE OF OREGON***



Incorporated November 2, 1982

Adopted by the Voters on _____, 2020

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PREAMBLE

We, the people of the City of Keizer, Oregon exercise our power to the fullest extent possible under the Oregon Constitution and laws of the state, and enact this Home Rule Charter.

Section 1 NAMES AND BOUNDARIES

Section 1.1. Titles. This charter may be referred to as the 2020 Keizer City Charter.

Section 1.2. Name of City. The municipality of Keizer, Marion County, Oregon, shall continue to be a municipal corporation with the name “City of Keizer”.

Section 1.3. Boundaries. The City includes all territory within its boundaries as they now exist or are legally modified. The City will maintain as a public record an accurate and current description of the boundaries.

Section 2 POWERS

Section 2.1. Powers. The City has all powers that the constitutions, statutes and common law of the United States and Oregon expressly or impliedly grant or allow the City, as fully as though this charter specifically enumerated each of those powers, including powers hereafter granted or allowed.

Section 2.2. Construction of Charter. In this charter, no specification of a power is exclusive or restricts authority that the City would have if the power were not specified. The charter shall be liberally construed, so that the City may exercise fully all its powers possible under this charter and under United States and Oregon law. All powers are continuing unless a specific grant of power clearly indicates the contrary.

Section 2.3. Distribution. The Oregon Constitution reserves initiative and referendum powers as to all municipal legislation to City voters. This charter vests all other City powers in the council except as the charter otherwise provides. The council may not delegate its authority to adopt ordinances.

Section 3 COUNCIL

Section 3.1. Council. The council shall be composed of a mayor and six councilors elected from the City at large by numbered positions.

Section 3.2. Mayor. The mayor presides over and facilitates council meetings, preserves order, enforces council rules, and determines the order of business under council rules.

- a) The mayor is a voting member of the council and has no veto authority.
- b) The mayor must sign all records of council decisions.

- c) The mayor serves as the political head of the City government.

Section 3.3. Council President. At its first meeting of each odd-numbered year, the council shall elect a president from its membership. The council president shall be elected by a vote of not less than four (4) councilors. In the mayor's absence from a council meeting, the council president shall preside. Whenever the mayor is unable to perform the functions of the office, the council president shall act as mayor.

Section 3.4. Rules. The council must by ordinance adopt rules to govern committees, members and proceedings.

Section 3.5. Meetings.

a) The council shall hold a regular meeting at least once each month in the City at a time and at a place which it designates.

b) The mayor may call a special Council meeting at mayor's own discretion, or at the request of three council members. Any special meeting shall occur as provided under state law.

c) Special meetings of the council may also be held at any time by the common consent of all the members of the council.

d) All meetings shall be held and conducted pursuant to state law.

Section 3.6. Quorum. A majority of the council members is a quorum to conduct business. In the event of a vacancy due to resignation or other events, the quorum is reduced accordingly. In the event of an absence, a smaller number may meet and compel attendance of absent members as prescribed by council rules.

Section 3.7. Vote Required. Except as this charter or other rules or laws otherwise provide, the concurrence of a majority of the members of the council voting when a quorum of the council is present shall decide any question before the council.

Section 3.8. Record. A record of council meetings must be kept in a manner prescribed by the council rules and the laws of the state of Oregon.

Section 4 ORDINANCES

Section 4.1. Ordinances Enacting Clause. The enacting clause of all ordinances hereafter enacted shall be, "The City of Keizer ordains as follows:"

Section 4.2. Ordinance Adoption.

a) Except as authorized by subsection (b), adoption of an ordinance requires approval by a majority of the council at two meetings.

b) The council may adopt an ordinance at a single meeting by the unanimous approval of at least a quorum of the council, provided the proposed ordinance is available in writing to the public at least five (5) calendar days before the meeting.

c) Any substantive amendment to a proposed ordinance must be read aloud or made available in writing to the public before the council adopts the ordinance at that meeting.

- d) After the adoption of an ordinance, the vote of each member must be entered into the council minutes.
- e) The mayor shall sign all ordinances within three (3) calendar days of passage.
- f) After adoption of an ordinance, the City custodian of records must endorse it with the date of adoption and the custodian's name and title.

Section 4.3. Effective Date of Ordinances. Ordinances normally take effect on the 30th day after adoption, or on a later day provided in the ordinance. An ordinance may take effect as soon as adopted or other date less than 30 days after adoption if it contains an emergency clause.

Section 4.4. Ordinance Continuation. All ordinances consistent with this charter in force when it takes effect remain in effect until amended or repealed.

Section 5 RESOLUTIONS

Section 5.1. Resolutions. The approving clause for resolutions may state "The City of Keizer resolves as follows:"

Section 5.2. Resolution Approval.

- a) Approval of a resolution or any other council administrative decision requires approval by the council at one meeting.
- b) Any substantive amendment to a resolution must be read aloud or made available in writing to the public before the council adopts the resolution at that meeting.
- c) After approval of a resolution or other administrative decision, the vote of each member must be entered into the council minutes.
- d) After approval of a resolution, the City custodian of records must endorse it with the date of approval and the custodian's name and title.

Section 5.3. Effective Date of Resolutions. Resolutions and other administrative decisions take effect on the date of approval, or on a later day provided in the resolution.

Section 6 ORDERS

Section 6.1. Orders. The approving clause for orders may state "The City of Keizer orders as follows:"

Section 6.2. Order Approval.

- a) Approval of an order requires approval by the council at one meeting.
- b) Any substantive amendment to an order must be read aloud or made available in writing to the public at the meeting before the council adopts the order.
- c) After approval of an order, the vote of each member must be entered in the council minutes.
- d) After approval of an order, the City custodian of records must endorse it with the date of approval and the custodian's name and title.

Section 6.3. Effective Date of Orders. Orders take effect on the date of final approval, or on a later day provided in the order.

Section 7 ELECTIONS

Section 7.1. City Elections. City elections must conform to state law except as this charter or ordinances provide otherwise. All elections for City offices must be nonpartisan.

Section 7.2. Mayor. The term of the mayor in office when this charter is adopted continues until the beginning of the first odd-numbered year after adoption. At every other general election after the adoption, a mayor will be elected for a two-year term.

Section 7.3. Councilors. Councilors shall hold office by positions which shall be numbered one through six. The term of office of each councilor in office when this charter is adopted is the term of office for which the councilor has been elected before adoption of the charter (or is elected at the time of the adoption). At each general election after the adoption, three councilors shall be elected, each for a four-year term.

Section 7.4. Qualifications.

- a) The mayor and each councilor must be a registered voter in the City under state law, and reside within the City for at least one year immediately before election or appointment to office.
- b) No person may be a candidate at a single election for more than one City office.
- c) Neither the mayor nor a councilor may be employed by the City during their term of office.
- d) The council is the final judge of the election and qualifications of its members.

Section 7.5. Nominations. A Keizer resident who meets the qualifications in Section 7.4 may file to run for an elective City office to be filled at the election. The nomination shall be by a petition that specifies the office sought. The petition shall be signed by not fewer than 120 registered voters in the City.

Section 7.6. Terms. The term of an officer elected at a general election begins at the first council meeting of the year immediately after the election, and continues until the successor qualifies and assumes the office.

Section 7.7. Oath. The mayor and each councilor must swear or affirm to faithfully perform the duties of the office and support the constitutions and laws of the United States and Oregon.

Section 7.8. Vacancies. The mayor or a council office becomes vacant:

- a) Upon the incumbent's:
 - 1) Death;
 - 2) Adjudicated incompetence; or
 - 3) Recall from the office.
- b) Upon declaration by the council after the incumbent's:

- 1) Failure to qualify for the office within 10 days of the time the term of office is to begin;
- 2) Absence from the City for 30 days without council consent, or from all council meetings within a 60-day period without council consent;
- 3) Ceasing to reside in the City;
- 4) Ceasing to be a qualified registered voter in the City under state law;
- 5) Conviction of a felony crime or other crime pertaining to their office;
- 6) Intentional unlawful destruction of public records;
- 7) Resignation from the office; or
- 8) Removal under Section 8.1(h).

Section 7.9. Filling Vacancies. Vacant elective offices in the City shall be filled by appointment. A majority vote of the remaining members of the council shall be required to validate the appointment. The appointee's term of office shall begin upon the appointee's appointment and shall continue throughout the unexpired term of appointee's predecessor. During the temporary disability of any officer for greater than 60 days or during a temporary absence from the City for greater than 60 days for any cause, the office may be filled pro tem in the manner provided for filling vacancies in office permanently. Should the office of mayor become vacant, then the council president shall become mayor and the council shall appoint a councilor as provided herein.

Section 7.10. Tie Votes. In the event of a tie vote for candidates for an elective office, the successor candidate shall be determined by a public drawing of lots in a manner prescribed by the council.

Section 8 APPOINTIVE OFFICERS

Section 8.1. City Manager.

- a) The office of city manager is established as the administrative head of the City government. The city manager is responsible to the mayor and council for the proper administration of all City business. The city manager will assist the mayor and council in the development of city policies, and carry out policies established by ordinances and resolutions.
- b) A majority of the council must appoint and may remove the manager. The appointment must be made without regard to political considerations and solely on the basis of education and experience in competencies and practices of local government management. Before taking office, the city manager shall give a bond in such amount and with such surety as may be approved by the council. The premiums on such bond shall be paid by the City.
- c) The manager may be appointed for a definite or an indefinite term, and may be removed at any time by a vote of not less than four (4) councilors. The council must fill the office by appointment as soon as practicable after the vacancy occurs.
- d) The manager must:
 - 1) Attend all council meetings unless excused by the mayor or council;
 - 2) Make reports and recommendations to the mayor and council about the needs of the City;
 - 3) Administer and enforce all City ordinances, resolutions, franchises, leases, contracts, permits and other City decisions;

- 4) Appoint, supervise and remove City employees;
 - 5) Organize City departments and administrative structure;
 - 6) Prepare and administer the annual City budget;
 - 7) Administer City utilities and property;
 - 8) Perform other duties as directed by the council; and
 - 9) Delegate duties, but remain responsible for actions of all subordinates.
- e) The manager has no authority over the council, city attorney, or over the judicial functions of the municipal judge.
- f) The manager and other employees designated by the council may sit at council meetings but have no vote. The manager may take part in all council discussions.
- g) When the manager is temporarily disabled from acting as manager or when the office of the manager becomes vacant, the council must appoint a manager pro tem. The manager pro tem has the authority and duties of manager, except that a pro tem manager may appoint or remove employees only with council approval.
- h) In council meetings, councilors may discuss or suggest anything with the manager relating to City business. However, no council member may directly or indirectly attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any City employee, or in administrative decisions regarding City property or contracts. Violation of this prohibition is grounds for removal from office by a majority of the council after a public hearing.

Section 8.2. City Attorney. The office of city attorney is established as the chief legal officer of the City government. A majority of the council must appoint and may remove the attorney. The attorney may appoint, supervise, and may remove any employees who work in and for the city attorney's office.

Section 8.3. Municipal Court and Judge.

- a) A majority of the council may appoint and remove a municipal judge. A municipal judge will hold court in the City at such place as the council directs. The court will be known as the Municipal Court.
- b) All proceedings of this court will conform to state laws governing justices of the peace and justice courts.
- c) All areas within the City and areas outside the City as permitted by state law are within the territorial jurisdiction of the court.
- d) The municipal court has jurisdiction over every offense created by City ordinance. The court may enforce forfeitures and other penalties created by such ordinances. The court also has jurisdiction under state law unless limited by City ordinance.
- e) The municipal judge may:
- 1) Render judgments and impose sanctions on persons and property;
 - 2) Order the arrest of anyone accused of an offense against the City;
 - 3) Commit to jail or admit to bail anyone accused of a City offense;
 - 4) Issue and compel obedience to subpoenas;
 - 5) Compel witnesses to appear and testify and jurors to serve for trials before the court;
 - 6) Penalize contempt of court;
 - 7) Issue processes necessary to enforce judgments and orders of the court;
 - 8) Issue search warrants; and

- 9) Perform other judicial and quasi-judicial functions assigned by ordinance.
- f) The council may appoint and may remove municipal judges pro tem.

g) The council may transfer some or all of the functions of the municipal court to an appropriate state court.

Section 9 PERSONNEL

Section 9.1. Compensation. The council must authorize the compensation of City officers and employees as part of its approval of the annual City budget. Councilors shall be unpaid except that they may be reimbursed for ordinary and necessary expenses incurred in the performance of their official duty.

Section 10 PUBLIC IMPROVEMENTS

Section 10.1. Procedure. The council may by ordinance provide for procedures governing public improvements. A proposed public improvement may be suspended for six months upon remonstrance by owners of the real property to be specially assessed for the improvement. The number of owners necessary to suspend the action will be determined by ordinance.

Section 10.2. Special Assessments. The procedure for levying, collecting and enforcing special assessments for public improvements or other services charged against real property will be governed by ordinance.

Section 11 MISCELLANEOUS PROVISIONS

Section 11.1. Debt Limit. The City's indebtedness may not exceed debt limits imposed by state law. A City officer or employee who creates or officially approves indebtedness in excess of this limitation is jointly and severally liable for the excess. A charter amendment is not required to authorize City indebtedness.

Section 11.2. Repeal. All charter provisions adopted before this charter takes effect are repealed.

Section 11.3. Severability. The terms of this charter are severable. If any provision is held invalid by a court, the invalidity does not affect any other part of the charter.

Section 11.4. Condemnation. Any necessity of taking property for the City by condemnation shall be determined by the council and declared by a resolution of the council describing the property and stating the uses to which it shall be devoted.

Section 11.5. Water Revenue Use. All revenue generated by the City of Keizer Water Department fund shall be used exclusively to pay for the water department fund expenses.

Section 11.6. Number and Captions. As used herein, the singular shall include the plural, and the plural the singular. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this charter.

Section 11.7. Time of Effect. This charter takes effect _____, 20__.

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LOC MODEL	CURRENT CITY	APPROVED LANGUAGE	COMMENT/DIFFERENCE	SUGGESTED CHANGES
Preamble. We, the voters of Keizer, Oregon exercise our power to the fullest extent possible under the Oregon Constitution and laws of the state, and enact this Home Rule Charter.	Be it enacted by the people of the city of Keizer, Marion County, Oregon:	Preamble. We, the people of the City of Keizer, Oregon exercise our power to the fullest extent possible under the Oregon Constitution and laws of the state, and enact this Home Rule Charter. (11-5-19)	LOC version – “people” instead of “voters”	
Section 1.1. Titles. This charter may be referred to as the 2020 Keizer Charter.	Section 1. Title of Enactment. This enactment may be referred to as the Keizer City Charter as amended.	Section 1.1. Titles. This charter may be referred to as the 2020 Keizer City Charter. (11-5-19)	LOC – states the date	
Section 1.2. Names. The City of Keizer, Oregon, continues as a municipal corporation with the name City of Keizer.	Section 2. Name of City. The municipality of Keizer, Marion County, Oregon, shall continue to be a municipal corporation with the name “City of Keizer.”	Section 1.2. Name of City. The municipality of Keizer, Marion County, Oregon, shall continue to be a municipal corporation with the name “City of Keizer.” (11-5-19)	Keizer version	
Section 1.3. Boundaries. The city includes all territory within its boundaries as they now exist or are legally modified. The city will maintain as a public record an accurate and current description of the boundaries.	Section 3. Boundaries. The city includes all territory within its boundaries as they now exist or hereafter are modified pursuant to state law. The custodian of the city’s records shall keep an accurate, current description of the boundaries and make a copy of it available for public inspection in the City Hall during regular city office hours.	Section 1.3. Boundaries. The City includes all territory within its boundaries as they now exist or are legally modified. The City will maintain as a public record an accurate and current description of the boundaries. (11-5-19)	LOC version	
Section 2.1. Powers. The city has all powers that the constitutions, statutes and common law of the United States and Oregon expressly or impliedly grant or allow the city, as fully as though this charter specifically enumerated each of those powers.	Section 4. Powers of the City. The city shall have all powers which the constitutions, statutes, and common law of the United States and of this state expressly or impliedly grant or allow municipalities, as fully as though this charter specifically enumerated each of those powers.	Section 2.1. Powers. The City has all powers that the constitutions, statutes and common law of the United States and Oregon expressly or impliedly grant or allow the City, as fully as though this charter specifically enumerated each of those powers, including powers hereafter granted or allowed. (11-5-19)	LOC version, adding “including powers hereafter granted or allowed”	
Section 2.2. Construction. The charter will be liberally construed so that the city may exercise fully all powers possible under this charter and under United States and Oregon law.	Section 5. Construction of Charter. In this charter, no specification of a power is exclusive or restricts authority that the city would have if the power were not specified. The charter shall be liberally construed, so that the city may exercise fully all its powers possible under this charter and under United States and Oregon law. All powers are continuing unless a specific grant of power clearly indicates the contrary.	Section 2.2. Construction of Charter. In this charter, no specification of a power is exclusive or restricts authority that the City would have if the power were not specified. The charter shall be liberally construed, so that the City may exercise fully all its powers possible under this charter and under United States and Oregon law. All powers are continuing unless a specific grant of power clearly indicates the contrary. (11-5-19)	Keizer version	

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Section 2.3. Distribution. The Oregon Constitution reserves initiative and referendum powers as to all municipal legislation to city voters. This charter vests all other city powers in the council except as the charter otherwise provides. The council has legislative, administrative and quasi-judicial authority. The council exercises legislative authority by ordinance, administrative authority by resolution, and quasi-judicial authority by order. The council may not delegate its authority to adopt ordinances.	Section 6. Where powers vested. Except as this charter prescribes otherwise and as the Oregon Constitution reserves municipal legislative power to the voters of the city, all powers of the city are vested in the council.	Section 2.3. Distribution. The Oregon Constitution reserves initiative and referendum powers as to all municipal legislation to City voters. This charter vests all other City powers in the council except as the charter otherwise provides. The council may not delegate its authority to adopt ordinances. (11-5-19)	LOC version without third and fourth sentences	Section 2.3. Distribution. The Oregon Constitution reserves initiative and referendum powers as to all municipal legislation to City voters. This charter vests all other City powers in the council except as the charter otherwise provides. The council has legislative, administrative and quasi-judicial authority. The council may not delegate its authority to adopt ordinances.
Section 3.1. Council. The council consists of a mayor and six councilors nominated and elected from the city at large.	Section 7. Council. The council shall be composed of a mayor and six councilors elected from the city at large by numbered positions.	Section 3.1 Council. The council shall be composed of a mayor and six councilors elected from the City at large by numbered positions. (4-21-20)	Keizer version	
Section 3.2. Mayor. The mayor presides over and facilitates council meetings, preserves order, enforces council rules, and determines the order of business under council rules. The mayor is a voting member of the council and has no veto authority. a) With the consent of council, the mayor appoints members of commissions and committees established by ordinance or resolution. b) The mayor must sign all records of council decisions. c) The mayor serves as the political head of the city government.	Section 17. Mayor's Functions at Council Meetings. The mayor shall be chairperson of the council and preside over its deliberations. The mayor shall have a vote on all questions before it. The mayor shall have authority to preserve order, enforce the rules of the council, and determine the order of business under the rules of the council. Section 20. Mayor. The mayor shall appoint the council committees provided by the rules of the council. The mayor shall sign all records of proceedings approved by the council. The mayor shall have no veto power and shall sign all ordinances passed by the council within three days after their passage. After the council approves a bond of a city officer or a bond for a license, contract, or proposal, the mayor shall endorse the bond.	Section 3.2. Mayor. The mayor presides over and facilitates council meetings, preserves order, enforces council rules, and determines the order of business under council rules. a) The mayor is a voting member of the council and has no veto authority. b) The mayor must sign all records of council decisions. c) The mayor serves as the political head of the City government. (11-5-19)	LOC version slightly changed. Removed "mayor appointment" language in LOC Section 3.2(a).	
Section 3.3. Council President. At its first meeting each year, the council must elect a president from its membership. The president presides in the absence of the mayor and acts	Section 18. President of the Council. At its first meeting of each odd-numbered year, the council by ballot shall elect a president from its membership. In the mayor's absence from a council meeting, the president shall preside	Section 3.3. Council President. At its first meeting of each odd-numbered year, the council shall elect a president from its membership. The council president shall be elected by a vote of not less than four (4) councilors. In the mayor's absence	Keizer version – deleted "by ballot". Added vote of not less than 4 councilors.	Section 3.3. Council President. At its first meeting of each odd-numbered year, the council members shall elect a president from its membership. The council president shall be elected by a

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as mayor when the mayor is unable to perform duties.	over it. Whenever the mayor is unable to perform the functions of the office, the president shall act as mayor.	from a council meeting, the council president shall preside. Whenever the mayor is unable to perform the functions of the office, the council president shall act as mayor. (11-5-19) (1-7-20) (3-3-20)		vote of not less than four (4) council members. In the mayor's absence from a council meeting, the council president shall preside. Whenever the mayor is unable to perform the functions of the office, the council president shall act as mayor.
Section 3.4. Rules. The council must by resolution adopt rules to govern its meetings.	(See Section 13 below.)	Section 3.4. Rules. The council must by ordinance adopt rules to govern committees, members and proceedings. (11-5-19) (2-4-20)	LOC version slightly modified – changed resolution to ordinance	Section 3.4. Rules. The council must adopt rules to govern committees, members and proceedings.
Section 3.5. Meetings. The council must meet at least once a month at a time and place designated by its rules, and may meet at other times in accordance with the rules and laws of the state of Oregon.	Section 13. Meetings. The council shall hold a regular meeting at least once each month in the city at a time and at a place which it designates. It shall adopt rules for the government of its members and proceedings. The mayor, upon his or her own motion may, or at the request of three members of the council shall, by giving notice thereof to all members of the council, call a special meeting of the council for a time after the notice is given. Special meetings of the council may also be held at any time by the common consent of all the members of the council.	Section 3.5. Meetings. a) The council shall hold a regular meeting at least once each month in the City at a time and at a place which it designates. b) The mayor may call a special Council meeting at mayor's own discretion, or at the request of three council members. Any special meeting shall occur as provided under state law. (12-11-19) c) Special meetings of the council may also be held at any time by the common consent of all the members of the council. d) All meetings shall be held and conducted pursuant to state law. (11-5-19)	Keizer version broken into subsections – moved “council rules” to Section 3.4 above. Added “state rules” in subsection (d).	Section 3.5. Meetings. a) The council shall hold a regular meeting at least once each month in the City at a time and at a place which it designates. b) The mayor may call a special Council meeting at mayor's own discretion, and shall call a special meeting at the request of three council members. Any special meeting shall occur as provided under state law. c) Special meetings of the council may also be held at any time by the common consent of all the members of the council. d) All meetings shall be held and conducted pursuant to state law.
Section 3.6. Quorum. A majority of the council members is a quorum to conduct business. In the event of a vacancy due to resignation or other events, the quorum is reduced accordingly. In the event of an absence, a smaller number may meet and compel attendance of absent members as prescribed by council rules.	Section 14. Quorum. A majority of the incumbent members of the council shall constitute a quorum for its business, but a smaller number may meet and compel the attendance of absent members in a manner provided by ordinance.	Section 3.6. Quorum. A majority of the council members is a quorum to conduct business. In the event of a vacancy due to resignation or other events, the quorum is reduced accordingly. In the event of an absence, a smaller number may meet and compel attendance of absent members as prescribed by council rules. (12-11-19)	LOC version	Section 3.6. Quorum. A majority of the members currently serving on the Council, excluding vacant seats, shall constitute a quorum. In the event of an absence, a smaller number may meet and compel attendance of absent members as prescribed by council rules.
Section 3.7. Vote Required. The express approval of a majority of a quorum of the council is necessary for any council decision, except when this	Section 19. Vote Required. Except as this charter otherwise provides, the concurrence of a majority of the members of the council voting when a	Section 3.7. Vote Required. Except as this charter or other rules or laws otherwise provide, the concurrence of a majority of the members of the council voting when a quorum of the council is	Keizer version, adding “or other rules or laws”. Changed “provides” to “provide”.	

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charter requires approval by a majority of the council.	quorum of the council is present shall decide any question before the council.	present shall decide any question before the council. (12-11-19) (3-3-20)		
Section 3.8. Record. A record of council meetings must be kept in a manner prescribed by the council rules and the laws of the state of Oregon.	Section 15. Record of Proceedings. The council shall cause a record of its proceedings to be kept. Upon the request of any of its members, the ayes and nays upon any question before it shall be taken and entered in the record.	Section 3.8. Record. A record of council meetings must be kept in a manner prescribed by the council rules and the laws of the state of Oregon. (12-11-19)	LOC version	
Section 4.1. Ordinances. The council will exercise its legislative authority by adopting ordinances. The enacting clause for all ordinances must state "The City of Keizer ordains as follows:".	Section 31. Enacting Clause. The enacting clause of all ordinances hereafter enacted shall be, "The City of Keizer ordains as follows:"	Section 4.1. Ordinances Enacting Clause. The enacting clause of all ordinances hereafter enacted shall be, "The City of Keizer ordains as follows:" (12-11-19)	Keizer version	Section 4.1. Ordinances. The council will exercise its legislative authority by adopting ordinances. The enacting clause for all ordinances must state "The City of Keizer ordains as follows:".
Section 4.2. Ordinance Adoption. a) Except as authorized by subsection (b), adoption of an ordinance requires approval by a majority of the council at two meetings. b) The council may adopt an ordinance at a single meeting by the unanimous approval of at least a quorum of the council, provided the proposed ordinance is available in writing to the public at least one week before the meeting. c) Any substantive amendment to a proposed ordinance must be read aloud or made available in writing to the public before the council adopts the ordinance at that meeting. d) After the adoption of an ordinance, the vote of each member must be entered into the council minutes. e) After adoption of an ordinance, the city custodian of records must endorse it with the date of adoption and the custodian's name and title.	Section 32. Mode of Enactment. (1) Except as the second and third paragraphs of this section provide to the contrary, every ordinance of the council shall, before being put upon its final passage, be read fully and distinctly in open council meeting on two different days. (2) Except as the third paragraph of this section provides to the contrary, an ordinance may be enacted at a single meeting of the council by unanimous vote of all councilors present, upon being read first in full and then by title. (3) Any of the readings may be by title only if no councilor present at the meeting requests to have the ordinance read in full or if a copy of the ordinance is provided for each councilor and three copies are provided for public inspection at city hall not later than one week before the first reading of the ordinance and if notice of their availability is given forthwith upon the filing, by written notice posted at the city hall and two other public places in the city or by advertisement in a newspaper of general circulation in the city. An ordinance enacted after being read by title alone may have no legal effect if it	Section 4.2. Ordinance Adoption. a) Except as authorized by subsection (b), adoption of an ordinance requires approval by a majority of the council at two meetings. b) The council may adopt an ordinance at a single meeting by the unanimous approval of at least a quorum of the council, provided the proposed ordinance is available in writing to the public at least five (5) calendar days before the meeting. c) Any substantive amendment to a proposed ordinance must be read aloud or made available in writing to the public before the council adopts the ordinance at that meeting. d) After the adoption of an ordinance, the vote of each member must be entered into the council minutes. e) The mayor shall sign all ordinances within three (3) calendar days of passage. f) After adoption of an ordinance, the City custodian of records must endorse it with the date of adoption and the custodian's name and title. (12-11-19)	LOC version changing "one week" to "five (5) calendar days." Add subsection (e) to LOC version and rennumbers subsection (e) to (f).	Section 4.2. Ordinance Adoption. a) Except as authorized by subsection (b), adoption of an ordinance requires approval by a majority of the council at two meetings. b) The council may adopt an ordinance at a single meeting if: (1) all members of the council present and voting approve the ordinance by unanimous vote; (2) the members of the council present and voting constitute a quorum of the council; and (3) the proposed ordinance is available in writing to the public at least five (5) calendar days before the meeting. c) Any substantive amendment to a proposed ordinance must be read aloud at a meeting, or made available in writing to the public, before the council adopts the amended ordinance. d) After the adoption of an ordinance, the vote of each member must be entered into the council minutes. e) The mayor shall sign all ordinances within three (3) calendar days of passage.

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	differs substantially from its terms as it was thus filed prior to such reading, unless such section incorporating such a difference is read fully and distinctly in open council meeting as finally amended prior to being approved by the council. (4) Upon the final vote on an ordinance, the ayes and nays of the members shall be taken and entered in the record of proceedings. (5) Upon the enactment of an ordinance the custodian of city records shall sign it with the date of its passage and his or her name and title of office, and within three days thereafter the mayor shall sign it with the date of his or her signature, his or her name, and the title of his or her office.			f) After adoption of an ordinance, the City custodian of records must endorse it with the date of adoption and the custodian's name and title.
Section 4.3. Effective Date of Ordinances. Ordinances normally take effect on the 30th day after adoption, or on a later day provided in the ordinance. An ordinance may take effect as soon as adopted or other date less than 30 days after adoption if it contains an emergency clause.	Section 33. When Ordinances Take Effect. An ordinance enacted by the council shall take effect on the thirtieth day after its enactment. When the council deems it advisable, however, an ordinance may provide a later time for it to take effect, and in case of an emergency, it may take effect immediately or on a date specified in the ordinance.	Section 4.3. Effective Date of Ordinances. Ordinances normally take effect on the 30th day after adoption, or on a later day provided in the ordinance. An ordinance may take effect as soon as adopted or other date less than 30 days after adoption if it contains an emergency clause. (12-11-19)	LOC version	
Section 5.1. Resolutions. The council will normally exercise its administrative authority by approving resolutions. The approving clause for resolutions may state "The City of Keizer resolves as follows:"		Section 5.1. Resolutions. The approving clause for resolutions may state "The City of Keizer resolves as follows:" (12-11-19)	LOC version, deleting first sentence of Section 5.1	Section 5.1. Resolutions. The council will normally exercise its administrative authority by approving resolutions. The approving clause for resolutions may state "The City of Keizer resolves as follows:"
Section 5.2. Resolution Approval. a) Approval of a resolution or any other council administrative decision requires approval by the council at one meeting. b) Any substantive amendment to a resolution must be read aloud or made available in writing to the public before the council adopts the resolution at that meeting.		Section 5.2. Resolution Approval. a) Approval of a resolution or any other council administrative decision requires approval by the council at one meeting. b) Any substantive amendment to a resolution must be read aloud or made available in writing to the public before the council adopts the resolution at that meeting.	LOC version	Section 5.2. Resolution Approval. a) Approval of a resolution or any other council administrative decision requires approval by the council at one meeting. b) Any substantive amendment to a proposed resolution must be read aloud at a meeting, or made available in writing to the public, before the

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c) After approval of a resolution or other administrative decision, the vote of each member must be entered into the council minutes. d) After approval of a resolution, the city custodian of records must endorse it with the date of approval and the custodian's name and title.		c) After approval of a resolution or other administrative decision, the vote of each member must be entered into the council minutes. d) After approval of a resolution, the City custodian of records must endorse it with the date of approval and the custodian's name and title. (12-11-19)		council adopts the amended resolution. c) After approval of a resolution or other administrative decision, the vote of each member must be entered into the council minutes. d) The mayor shall sign all resolutions within three (3) calendar days of passage. e) After approval of a resolution, the City custodian of records must endorse it with the date of approval and the custodian's name and title.
Section 5.3. Effective Date of Resolutions. Resolutions and other administrative decisions take effect on the date of approval, or on a later day provided in the resolution.		Section 5.3. Effective Date of Resolutions. Resolutions and other administrative decisions take effect on the date of approval, or on a later day provided in the resolution. (12-11-19)	LOC version	
Section 6.1. Orders. The council will normally exercise its quasi-judicial authority by approving orders. The approving clause for orders may state "The City of Keizer orders as follows:"		Section 6.1. Orders. The approving clause for orders may state "The City of Keizer orders as follows:" (12-11-19)	LOC version, deleting first sentence of Section 6.1	Section 6.1. Orders. The council will normally exercise its quasi-judicial authority by approving orders. The approving clause for orders may state "The City of Keizer orders as follows:"
Section 6.2. Order Approval. a) Approval of an order or any other council quasi-judicial decision requires approval by the council at one meeting. b) Any substantive amendment to an order must be read aloud or made available in writing to the public at the meeting before the council adopts the order. c) After approval of an order or other council quasi-judicial decision, the vote of each member must be entered in the council minutes. d) After approval of an order, the city custodian of records must endorse it with the date of approval and the custodian's name and title.		Section 6.2. Order Approval. a) Approval of an order requires approval by the council at one meeting. b) Any substantive amendment to an order must be read aloud or made available in writing to the public at the meeting before the council adopts the order. c) After approval of an order, the vote of each member must be entered in the council minutes. d) After approval of an order, the City custodian of records must endorse it with the date of approval and the custodian's name and title. (12-11-19)	LOC version, deleting references to quasi-judicial decision	Section 6.2. Order Approval. a) Approval of an order requires approval by the council at one meeting. b) Any substantive amendment to a proposed order must be read aloud at a meeting, or made available in writing to the public, before the council adopts the amended order. c) After approval of an order, the vote of each member must be entered in the council minutes. d) The mayor shall sign all orders within three (3) calendar days of passage. e) After approval of an order, the City custodian of records must endorse it with the date of approval and the custodian's name and title.

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Section 6.3. Effective Date of Orders. Orders and other quasi-judicial decisions take effect on the date of final approval, or on a later day provided in the order.		Section 6.3. Effective Date of Orders. Orders take effect on the date of final approval, or on a later day provided in the order. (12-11-19)	LOC version, deleting reference to quasi-judicial decisions	
Section 7.1. Councilors. The term of a councilor in office when this charter is adopted is the term for which the councilor was elected. At each general election after the adoption, three councilors will be elected for four-year terms.	Section 8. Councilors. Councilors shall hold office by positions which shall be numbered one through six. The term of office of each councilor in office when this charter is adopted is the term of office for which the councilor has been elected before adoption of the charter (or is elected at the time of the adoption). At each general election after the adoption, three councilors shall be elected, each for a four-year term.	Section 7.3. Councilors. Councilors shall hold office by positions which shall be numbered one through six. The term of office of each councilor in office when this charter is adopted is the term of office for which the councilor has been elected before adoption of the charter (or is elected at the time of the adoption). At each general election after the adoption, three councilors shall be elected, each for a four-year term. (3-3-20) (4-21-20)	Renumbered to Section 7.3. Keizer version	
Section 7.2. Mayor. The term of the mayor in office when this charter is adopted continues until the beginning of the first odd-numbered year after adoption. At every other general election after the adoption, a mayor will be elected for a four-year term.	Section 9. Mayor. The term of office of the Mayor in office when this charter is adopted is the term of office for which the mayor has been elected before adoption of the charter. The term of office of the mayor elected at the time of adoption of the charter shall begin as provided by Section 26 of this charter. At the next general election after this adoption, a mayor shall be elected for a two year term.	Section 7.2. Mayor. The term of the mayor in office when this charter is adopted continues until the beginning of the first odd-numbered year after adoption. At every other general election after the adoption, a mayor will be elected for a two-year term. (12-11-19)	LOC version, change to provide for two year term	
Section 7.3. State Law. City elections must conform to state law except as this charter or ordinances provide otherwise. All elections for city offices must be nonpartisan.	Section 24. Regulation of Election Generally. Except as this charter provides otherwise, or the council provides otherwise by ordinances, general laws of the state apply to city elections.	Section 7.1. City Elections. City elections must conform to state law except as this charter or ordinances provide otherwise. All elections for City offices must be nonpartisan. (12-11-19)(3-3-20)	LOC version. Renumbered to Section 7.1.	
Section 7.4. Qualifications. a) The mayor and each councilor must be a qualified elector under state law, and reside within the city for at least one year immediately before election or appointment to office. b) No person may be a candidate at a single election for more than one city office. c) Neither the mayor nor a councilor may be employed by the city.	Section 12. Qualifications of Officers. No person shall be eligible for an elective office of the city unless at the time of his or her election he or she is a qualified elector within the meaning of the state constitution and has resided in the city during the twelve months immediately preceding the election. The council shall be final judge of the qualifications and election of its own members.	Section 7.4. Qualifications. a) The mayor and each councilor must be a registered voter in the City under state law, and reside within the City for at least one year immediately before election or appointment to office. b) No person may be a candidate at a single election for more than one City office. c) Neither the mayor nor a councilor may be employed by the City during their term of office.	LOC version – changed “qualified elector” to “registered voter”	Section 7.4. Qualifications. a) The mayor and each councilor must be a registered voter in the City under state law, at the time of election or appointment and during their term of office, and reside within the City for at least one year immediately before election or appointment to office. b) No person may be a candidate at a single election for more than one City office.

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d) The council is the final judge of the election and qualifications of its members.		d) The council is the final judge of the election and qualifications of its members. (12-11-19)		c) Neither the mayor nor a councilor may be employed by the City during their term of office. d) The council is the final judge of the election and qualifications of its members.
Section 7.5. Nominations. The council must adopt an ordinance prescribing the manner for a person to be nominated to run for mayor or a city councilor position.	Section 28. Nominations. A qualified elector who has resided continuously in the city during the 12 months immediately preceding an election may be nominated for an elective city office to be filled at the election. The nomination shall be by a petition that specifies the office sought. The petition shall be signed by not fewer than 120 electors.	Section 7.5. Nominations. A Keizer resident who meets the qualifications in Section 7.4 may file to run for an elective City office to be filled at the election. The nomination shall be by a petition that specifies the office sought. The petition shall be signed by not fewer than 120 registered voters in the City. (12-11-19) (3-3-20)	Keizer version with revision to first sentence. Revised electors to registered voters	
Section 7.6. Terms. The term of an officer elected at a general election begins at the first council meeting of the year immediately after the election, and continues until the successor qualifies and assumes the office.	Section 26. Commencement of Terms of Office. The term of office of an elective officer who is elected at a general election begins at the first council meeting of the year immediately after the election and continues until the successor to the office assumes the office.	Section 7.6. Terms. The term of an officer elected at a general election begins at the first council meeting of the year immediately after the election, and continues until the successor qualifies and assumes the office. (2-4-20)	LOC version	
Section 7.7. Oath. The mayor and each councilor must swear or affirm to faithfully perform the duties of the office and support the constitutions and laws of the United States and Oregon.	Section 27. Oath of Office. Before assuming city office, an officer shall take an oath or shall affirm that he or she will faithfully perform the duties of the office and support the constitution and laws of the United States and of the State of Oregon.	Section 7.7. Oath. The mayor and each councilor must swear or affirm to faithfully perform the duties of the office and support the constitutions and laws of the United States and Oregon. (1-7-20)	LOC version	
Section 7.8. Vacancies. The mayor or a council office becomes vacant: a) Upon the incumbent's: 1) Death; 2) Adjudicated incompetence; or 3) Recall from the office. b) Upon declaration by the council after the incumbent's: 1) Failure to qualify for the office within 10 days of the time the term of office is to begin; 2) Absence from the city for 30 days without council consent, or from all council meetings within a 60-day period;	Section 29. What Creates Vacancy. An office shall be deemed vacant upon the incumbent's death; adjudicated incompetence; conviction of a felony, other offense pertaining to his or her office; or unlawful destruction of public records; resignation; recall from office; or ceasing to possess the qualifications for the office; upon the failure of the person elected or appointed to the office to qualify therefor within ten days after the time for his or her term of office to commence; or in the case of a mayor or councilor, upon his or her absence from the city for-30 days	Section 7.8. Vacancies. The mayor or a council office becomes vacant: a) Upon the incumbent's: 1) Death; 2) Adjudicated incompetence; or 3) Recall from the office. b) Upon declaration by the council after the incumbent's: 1) Failure to qualify for the office within 10 days of the time the term of office is to begin; 2) Absence from the City for 30 days without council consent, or from all council meetings within a 60-day period without council consent;	LOC version, except removed conviction of misdemeanor and added "or other crime pertaining to their office". Added "council consent" at the end of subsection (b)(2). Add "intentional unlawful destruction of public records" as (b)(6) and renumber list. Replaced elector with registered voter in the City in subsection (b)(4).	Section 7.8. Vacancies. The mayor or a councilor office becomes vacant: a) Upon the incumbent's: 1) Death; 2) Adjudicated incompetence; or 3) Recall from the office. b) Upon declaration by the council after the incumbent's: 1) Failure to qualify for the office within 10 days of the time the term of office is to begin; 2) Absence from the City for 30 days without council consent, or

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3) Ceasing to reside in the city; 4) Ceasing to be a qualified elector under state law; 5) Conviction of a misdemeanor or felony crime; 6) Resignation from the office; or 7) Removal under Section 8.1(i).	without the consent of the council or upon his or her absence from meetings of the council for 60 days without like consent, or upon the incumbent's removal of his or her principal residency from the city, and upon a declaration by the council of the vacancy.	3) Ceasing to reside in the City; 4) Ceasing to be a qualified registered voter in the City under state law; (3-3-20) 5) Conviction of a felony crime or other crime pertaining to their office; 6) Intentional unlawful destruction of public records; 7) Resignation from the office; or 8) Removal under Section 8.1(h). (1-7-20) (2-4-20)		from all council meetings within a 60-day period without council consent; 3) Ceasing to reside in the City; 4) Ceasing to be a qualified registered voter in the City under state law; (3-3-20) 5) Conviction of a felony crime or other crime pertaining to their office; 6) Intentional unlawful destruction of public records; 7) Resignation from the office; or 8) Removal under Section 8.1(h).
Section 7.9. Filling Vacancies. A mayor or councilor vacancy will be filled by appointment by a majority of the remaining council members. The appointee's term of office runs from appointment until expiration of the term of office of the last person elected to that office. If a disability prevents a council member from attending council meetings or a member is absent from the city, a majority of the council may appoint a councilor pro tem.	Section 30. Filling of Vacancies. Vacant elective offices in the city shall be filled by appointment. A majority vote of the remaining members of the council shall be required to validate the appointment. The appointee's term of office shall begin upon his or her appointment and shall continue throughout the unexpired term of his or her predecessor. During the temporary disability of any officer for greater than 60 days or during a temporary absence from the city for greater than 60 days for any cause, the office may be filled pro tem in the manner provided for filling vacancies in office permanently. Should the office of mayor become vacant, then the president of the council shall become mayor and the council shall appoint a councilor as provided herein.	Section 7.9. Filling Vacancies. Vacant elective offices in the City shall be filled by appointment. A majority vote of the remaining members of the council shall be required to validate the appointment. The appointee's term of office shall begin upon appointee's appointment and shall continue throughout the unexpired term of appointee's predecessor. During the temporary disability of any officer for greater than 60 days or during a temporary absence from the City for greater than 60 days for any cause, the office may be filled pro tem in the manner provided for filling vacancies in office permanently. Should the office of mayor become vacant, then the council president shall become mayor and the council shall appoint a councilor as provided herein. (4-21-20)	Keizer version	
Section 8.1. City Manager. a) The office of city manager is established as the administrative head of the city government. The city manager is responsible to the mayor and council for the proper administration of all city business. The	Section 10. Manager, Municipal Judge, and Other Officers. The officers of the city shall be a city manager, municipal judge, and city attorney, each of whom the council shall appoint and may remove by majority vote of all the members of the council, and such	Section 8.1. City Manager. a) The office of city manager is established as the administrative head of the City government. The city manager is responsible to the mayor and council for the proper administration of all City business. The city manager will assist	LOC version – Changed removal from a majority of the council to require 4 votes. Added requirement for a bond. Added no control of city attorney. Removed (c). Removed (e)(8) and (e)(9).	Section 8.1. City Manager. a) The office of city manager is established as the administrative head of the City government. The city manager is responsible to the mayor and councilors for the proper administration of all City

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city manager will assist the mayor and council in the development of city policies, and carry out policies established by ordinances and resolutions. b) A majority of the council must appoint and may remove the manager. The appointment must be made without regard to political considerations and solely on the basis of education and experience in competencies and practices of local government management. c) The manager need not reside in the city. d) The manager may be appointed for a definite or an indefinite term, and may be removed at any time by a majority of the council. The council must fill the office by appointment as soon as practicable after the vacancy occurs. e) The manager must: 1) Attend all council meetings unless excused by the mayor or council; 2) Make reports and recommendations to the mayor and council about the needs of the city; 3) Administer and enforce all city ordinances, resolutions, franchises, leases, contracts, permits and other city decisions; 4) Appoint, supervise and remove city employees; 5) Organize city departments and administrative structure; 6) Prepare and administer the annual city budget; 7) Administer city utilities and property; 8) Encourage and support regional and intergovernmental cooperation; 9) Promote cooperation among the council, staff and citizens in	other officers as the council deems necessary. The council may combine any two or more appointive offices, except the offices of city manager and municipal judge. In no such combination shall the municipal judge be subject in his judicial functions to supervision by any other officer. Section 21. City Manager. (a) Qualifications The city manager shall be the administrative head of the government of the city. The city manager shall be chosen without regard to political considerations and solely on the basis of executive and administrative qualifications. Before taking office, the city manager shall give a bond in such amount and with such surety as may be approved by the council. The premiums on such bond shall be paid by the city. (b) Term The manager shall be appointed by a majority of all members of the council for an indefinite term and may be removed at the pleasure of the council by a vote of not less than four (4) councilors. Upon any vacancy occurring in the office of manager the council at its next meeting shall adopt a resolution of its intention to appoint another manager. Not later than six months after adopting the resolution, the council shall appoint a manager to fill the vacancy. (c) Powers and Duties The powers and duties of the manager shall be as follows: (1) The city manager shall devote full time to the discharge of his or her official duties, attend all meetings of the council unless excused therefrom by the council or the mayor, keep the council advised at all times of the affairs and needs of the city, and make	the mayor and council in the development of city policies, and carry out policies established by ordinances and resolutions. b) A majority of the council must appoint and may remove the manager. The appointment must be made without regard to political considerations and solely on the basis of education and experience in competencies and practices of local government management. Before taking office, the city manager shall give a bond in such amount and with such surety as may be approved by the council. The premiums on such bond shall be paid by the City. c) The manager may be appointed for a definite or an indefinite term, and may be removed at any time by a vote of not less than four (4) councilors. The council must fill the office by appointment as soon as practicable after the vacancy occurs. d) The manager must: 1) Attend all council meetings unless excused by the mayor or council; 2) Make reports and recommendations to the mayor and council about the needs of the City; 3) Administer and enforce all City ordinances, resolutions, franchises, leases, contracts, permits and other City decisions; 4) Appoint, supervise and remove City employees; 5) Organize City departments and administrative structure; 6) Prepare and administer the annual City budget; 7) Administer City utilities and property; 8) Perform other duties as directed by the council; and 9) Delegate duties, but remain responsible for actions of all subordinates.	Moved the last sentence in 8.1(h) to the beginning of 8.1(h).	business. The city manager will assist the mayor and councilors in the development of city policies, and carry out policies established by ordinances and resolutions. b) A vote of not less than four (4) council members is required to appoint or remove the manager. The appointment must be made without regard to political considerations and solely on the basis of education and experience in competencies and practices of local government management. Before taking office, the city manager shall give a bond in such amount and with such surety as may be approved by the council. The premiums on such bond shall be paid by the City. c) The manager may be appointed for a definite or an indefinite term, and may be removed at any time by a vote of not less than four (4) council members. The council must fill the office by appointment as soon as practicable after the vacancy occurs. d) The manager must: 1) Attend all council meetings unless excused by the mayor or councilor; 2) Make reports and recommendations to the mayor and councilors about the needs of the City; 3) Administer and enforce all City ordinances, resolutions, franchises, leases, contracts, permits and other City decisions; 4) Appoint, supervise and remove City employees; 5) Organize City departments and administrative structure;
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developing city policies and building a sense of community; 10) Perform other duties as directed by the council; and 11) Delegate duties, but remain responsible for actions of all subordinates. f) The manager has no authority over the council or over the judicial functions of the municipal judge. g) The manager and other employees designated by the council may sit at council meetings but have no vote. The manager may take part in all council discussions. h) When the manager is temporarily disabled from acting as manager or when the office of the manager becomes vacant, the council must appoint a manager pro tem. The manager pro tem has the authority and duties of manager, except that a pro tem manager may appoint or remove employees only with council approval. i) No council member may directly or indirectly attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any city employee, or in administrative decisions regarding city property or contracts. Violation of this prohibition is grounds for removal from office by a majority of the council after a public hearing. In council meetings, councilors may discuss or suggest anything with the manager relating to city business.	reports annually, or more frequently if requested by the council, of all the affairs and departments of the city. (2) The city manager shall ensure that all ordinances are administered to the satisfaction of the council, and that the provisions of all franchises, leases, contracts, permits, and privileges granted by the city are fulfilled. (3) The city manager shall appoint and may remove appointive city officers and employees except as this charter otherwise provides, and shall have general supervision and control over them and their work with power to transfer an employee from one department to another. The city manager shall supervise the departments to the end of obtaining the utmost effective efficiency. The city manager shall have no control, however, over the council, city attorney, or over the judicial activities of the municipal judge. (4) The city manager shall organize and reorganize the departmental structure of city government. (5) The manager shall be responsible for preparing and submitting to the budget committee the annual budget estimates and such reports as that body requests. (6) The city manager shall supervise the operation of all public utilities owned and operated by the city and shall have general supervision over all city property. (d) Seats at Council Meetings The manager and such other officers as the council designates shall be entitled to sit with the council but shall have no vote on questions before it. The manager may take part in all council discussions. (e) Manager Pro Tem	e) The manager has no authority over the council, city attorney, or over the judicial functions of the municipal judge. f) The manager and other employees designated by the council may sit at council meetings but have no vote. The manager may take part in all council discussions. g) When the manager is temporarily disabled from acting as manager or when the office of the manager becomes vacant, the council must appoint a manager pro tem. The manager pro tem has the authority and duties of manager, except that a pro tem manager may appoint or remove employees only with council approval. h) In council meetings, councilors may discuss or suggest anything with the manager relating to City business. However, no council member may directly or indirectly attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any City employee, or in administrative decisions regarding City property or contracts. Violation of this prohibition is grounds for removal from office by a majority of the council after a public hearing. (2-4-20) (3-3-20)	6) Prepare and administer the annual City budget; 7) Have general supervision over City utilities and property; 8) Perform other duties as directed by the council; and 9) Delegate duties, but remain responsible for actions of all subordinates. e) The manager has no authority over the council, the city attorney's office, or over the judicial functions of the municipal judge. f) The manager and other employees designated by the council may sit at council meetings but have no vote. The manager may take part in all council discussions. g) When the manager is temporarily disabled from acting as manager or when the office of the manager becomes vacant, the council must appoint a manager pro tem. The manager pro tem has the authority and duties of manager, except that a pro tem manager may appoint or remove employees only with council approval. h) In council meetings, council members may discuss or suggest anything with the manager relating to City business. However, no council member may directly or indirectly attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any City employee, or in administrative decisions regarding City property or contracts. Violation of this prohibition is grounds for removal from office by a majority of the council after a public hearing.
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	Whenever the manager is absent from the city, is temporarily disabled from acting as manager, or whenever the office becomes vacant, the council shall appoint a manager pro tern, who shall possess the powers and duties of the manager. No manager pro tern, however, may appoint or remove a city officer or employee except with the approval of three-fourths of the members of the council. No manager pro tern shall hold the position as such for more than six months, and no appointment of a manager pro tern shall be renewed. (f) Interference in Administration and Elections No member of the council shall directly or indirectly, by suggestion or otherwise, attempt to influence or coerce the manager in the making of any appointment or removal of any officer or employee or in the purchase of supplies; or attempt to exact any promise relative to any appointment from any candidate for manager; or discuss directly or indirectly with the manager the matter of specific appointment to any city office or employment. A violator of the foregoing provisions of this section may be removed from office by the council and such action may be reviewed by a court of competent jurisdiction. 'The council by general ordinance shall set the procedures for removing a member of the council. Nothing in this section shall be construed, however, as prohibiting the council while in open session from fully and freely discussing with or suggesting to the manager anything pertaining to city affairs or the interests of the city. Further, a councilor may, at any time request and receive information to which a private citizen is entitled.			
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Section 8.2. City Attorney. The office of city attorney is established as the chief legal officer of the city government. A majority of the council must appoint and may remove the attorney. The attorney may appoint, supervise, and may remove any employees who work in and for the city attorney's office.	Section 10. Manager, Municipal Judge, and Other Officers. The officers of the city shall be a city manager, municipal judge, and city attorney, each of whom the council shall appoint and may remove by majority vote of all the members of the council, and such other officers as the council deems necessary. The council may combine any two or more appointive offices, except the offices of city manager and municipal judge. In no such combination shall the municipal judge be subject in his judicial functions to supervision by any other officer.	Section 8.2. City Attorney. The office of city attorney is established as the chief legal officer of the City government. A majority of the council must appoint and may remove the attorney. The attorney may appoint, supervise, and may remove any employees who work in and for the city attorney's office. (2-4-20)	LOC version	
Section 8.3. Municipal Court and Judge. a) A majority of the council may appoint and remove a municipal judge. A municipal judge will hold court in the city at such place as the council directs. The court will be known as the Municipal Court. b) All proceedings of this court will conform to state laws governing justices of the peace and justice courts. c) All areas within the city and areas outside the city as permitted by state law are within the territorial jurisdiction of the court. d) The municipal court has jurisdiction over every offense created by city ordinance. The court may enforce forfeitures and other penalties created by such ordinances. The court also has jurisdiction under state law unless limited by city ordinance. e) The municipal judge may: 1) Render judgments and impose sanctions on persons and property; 2) Order the arrest of anyone accused of an offense against the city; 3) Commit to jail or admit to bail anyone accused of a city offense;	Section 10. Manager, Municipal Judge, and Other Officers. The officers of the city shall be a city manager, municipal judge, and city attorney, each of whom the council shall appoint and may remove by majority vote of all the members of the council, and such other officers as the council deems necessary. The council may combine any two or more appointive offices, except the offices of city manager and municipal judge. In no such combination shall the municipal judge be subject in his judicial functions to supervision by any other officer. Section 22. Municipal Judge. The municipal judge shall be the judicial officer of the city. The municipal judge shall hold within the city a court known as the municipal court for the City of Keizer, Marion County, Oregon. The court shall be open for the transaction of judicial business at times specified by the council. All area within the city and, as provided by law, territory outside the city, shall be within the territorial jurisdiction of the court. The municipal judge shall exercise original jurisdiction of all offenses defined and made punishable by ordinances of the city and of all actions authorized by	Section 8.3. Municipal Court and Judge. a) A majority of the council may appoint and remove a municipal judge. A municipal judge will hold court in the City at such place as the council directs. The court will be known as the Municipal Court. b) All proceedings of this court will conform to state laws governing justices of the peace and justice courts. c) All areas within the City and areas outside the City as permitted by state law are within the territorial jurisdiction of the court. d) The municipal court has jurisdiction over every offense created by City ordinance. The court may enforce forfeitures and other penalties created by such ordinances. The court also has jurisdiction under state law unless limited by City ordinance. e) The municipal judge may: 1) Render judgments and impose sanctions on persons and property; 2) Order the arrest of anyone accused of an offense against the City; 3) Commit to jail or admit to bail anyone accused of a City offense; 4) Issue and compel obedience to subpoenas;	LOC version	Section 8.3. Municipal Court and Judge. a) A majority of the council may appoint and remove a municipal judge. A municipal judge will hold court at such place as the council directs. The court will be known as the Municipal Court. b) All proceedings of this court will conform to state laws governing justices of the peace and justice courts. c) All areas within the City and areas outside the City as permitted by state law are within the territorial jurisdiction of the court. d) The municipal court has jurisdiction over every offense created by City ordinance. The court may enforce forfeitures and other penalties created by such ordinances. The court also has jurisdiction under state law unless limited by City ordinance. e) The municipal judge may: 1) Render judgments and impose sanctions on persons and property; 2) Order the arrest of anyone accused of an offense against the City;

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4) Issue and compel obedience to subpoenas; 5) Compel witnesses to appear and testify and jurors to serve for trials before the court; 6) Penalize contempt of court; 7) Issue processes necessary to enforce judgments and orders of the court; 8) Issue search warrants; and 9) Perform other judicial and quasi-judicial functions assigned by ordinance. f) The council may appoint and may remove municipal judges pro tem. g) The council may transfer some or all of the functions of the municipal court to an appropriate state court.	ordinances of the city. The municipal judge shall have authority to issue process for the arrest of any person accused of an offense against the ordinances of the city, to commit any such person to jail or admit him or her to bail pending trial, to issue subpoenas, to compel witnesses to appear and testify in court on the trial of any cause before him or her, to compel obedience to such subpoenas, to issue any process necessary to carry into effect the judgments of the court, and to punish witnesses and others for contempt of court. When not governed by ordinances or this charter, all proceedings in the municipal court for the violation of city ordinance shall be governed by the applicable general laws of the state governing justices of the peace and justice courts. The council may appoint such pro tem judges as it considers necessary, to hold office at the pleasure of the council. Notwithstanding this section or Section 10 of this charter, the council may provide for the transfer of powers and duties of the municipal court to the appropriate court of the State of Oregon.	5) Compel witnesses to appear and testify and jurors to serve for trials before the court; 6) Penalize contempt of court; 7) Issue processes necessary to enforce judgments and orders of the court; 8) Issue search warrants; and 9) Perform other judicial and quasi-judicial functions assigned by ordinance. f) The council may appoint and may remove municipal judges pro tem. g) The council may transfer some or all of the functions of the municipal court to an appropriate state court. (2-4-20)		3) Commit to jail or admit to bail anyone accused of a City offense; 4) Issue and compel obedience to subpoenas; 5) Compel witnesses to appear and testify and jurors to serve for trials before the court; 6) Penalize contempt of court; 7) Issue processes necessary to enforce judgments and orders of the court; 8) Issue search warrants; and 9) Perform other judicial and quasi-judicial functions assigned by ordinance. f) The council may appoint and may remove municipal judges pro tem. g) The council may transfer some or all of the functions of the municipal court to an appropriate court.
Section 9.1. Compensation. The council must authorize the compensation of city officers and employees as part of its approval of the annual city budget.	Section 11. Salaries. The compensation for the services of each city officer and employee shall be the amount fixed by the council. Councilors shall be unpaid except that they may be reimbursed for ordinary and necessary expenses incurred in the performance of their official duty.	Section 9.1. Compensation. The council must authorize the compensation of City officers and employees as part of its approval of the annual City budget. Councilors shall be unpaid except that they may be reimbursed for ordinary and necessary expenses incurred in the performance of their official duty. (2-4-20)	LOC version – added last sentence from Keizer version	Section 9.1. Compensation. The council must authorize the compensation of City officers and employees as part of its approval of the annual City budget. Council members shall be unpaid except that they may be reimbursed for ordinary and necessary expenses incurred in the performance of their official duty.
Section 9.2. Merit Systems. The council by resolution will determine the rules governing recruitment, selection, promotion, transfer, demotion, suspension, layoff, and		LEAVE OUT (2-4-20)		

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COMPARISON OF LOC MODEL CHARTER AND KEIZER CHARTER
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dismissal of city employees based on merit and fitness.				
Section 10.1. Procedure. The council may by ordinance provide for procedures governing the making, altering, vacating, or abandoning of a public improvement. A proposed public improvement may be suspended for six months upon remonstrance by owners of the real property to be specially assessed for the improvement. The number of owners necessary to suspend the action will be determined by ordinance.	Section 35. Improvements. The procedure for making, altering, vacating, or abandoning a public improvement shall be governed by general ordinance or, to the extent not so governed, by the applicable general laws of the state. Action on any proposed public improvement, except a sidewalk or except an improvement unanimously declared by the council to be needed at once because of an emergency, shall be suspended for six months upon a remonstrance thereto by the owners of two-thirds of the land to be specially assessed therefor. In this section "owners" shall mean the record holder of legal title or, where land is being purchased under a land sale contract recorded or verified to the City Manager in writing by the record holder of legal title to the land, the purchaser shall be deemed the "owner".	Section 10.1. Procedure. The council may by ordinance provide for procedures governing public improvements. A proposed public improvement may be suspended for six months upon remonstrance by owners of the real property to be specially assessed for the improvement. The number of owners necessary to suspend the action will be determined by ordinance. (2-4-20)	LOC version – delete “the making, altering, vacating, or abandoning of a”	DELETE THIS SECTION.
Section 10.2. Special Assessments. The procedure for levying, collecting and enforcing special assessments for public improvements or other services charged against real property will be governed by ordinance.	Section 36. Special Assessments. The procedure for levying, collecting, and enforcing the payment of special assessments for public improvements or other services to be charged against real property shall be governed by general ordinance.	Section 10.2. Special Assessments. The procedure for levying, collecting and enforcing special assessments for public improvements or other services charged against real property will be governed by ordinance. (2-4-20)	LOC version	DELETE THIS SECTION.
Section 11.1. Debt. City indebtedness may not exceed debt limits imposed by state law. A charter amendment is not required to authorize city indebtedness.	Section 38. Debt Limit. The city's indebtedness may not exceed debt limits imposed by state law. A city officer or employee who creates or officially approves indebtedness in excess of this limitation is jointly and severally liable for the excess. A charter amendment is not required to authorize city indebtedness.	Section 11.1. Debt Limit. The City's indebtedness may not exceed debt limits imposed by state law. A City officer or employee who creates or officially approves indebtedness in excess of this limitation is jointly and severally liable for the excess. A charter amendment is not required to authorize City indebtedness. (2-4-20)	Keizer version	
Section 11.2. Ordinance Continuation. All ordinances consistent with this charter in force when it takes effect remain in effect until amended or repealed.	Section 39. Existing Ordinances Continued. All ordinances of the city consistent with this charter and in force when it takes effect shall remain in effect until amended or repealed.	Section 4.4. Ordinance Continuation. All ordinances consistent with this charter in force when it takes effect remain in effect until amended or repealed. (2-4-20)	LOC version – renumbered this section to Section 4.4	

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COMPARISON OF LOC MODEL CHARTER AND KEIZER CHARTER
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Section 11.3. Repeal. All charter provisions adopted before this charter takes effect are repealed.		Section 11.2. Repeal. All charter provisions adopted before this charter takes effect are repealed. (2-4-20)	LOC version – renumbered to Section 11.2	
Section 11.4. Severability. The terms of this charter are severable. If any provision is held invalid by a court, the invalidity does not affect any other part of the charter.	Section 41. Severability. If any provision of this charter is held invalid, the other provisions of the charter shall not be affected. If the application of the charter or any of its provisions to any person or circumstance is held invalid, the application of the charter and its provisions to other persons or circumstances shall not be affected.	Section 11.3. Severability. The terms of this charter are severable. If any provision is held invalid by a court, the invalidity does not affect any other part of the charter. (2-4-20)	LOC version – renumbered to Section 11.3	
Section 11.5. Time of Effect. This charter takes effect _____, 20__.	Section 42. Time of Effect of Charter. This charter shall take effect upon its passage.	Section 11.7. Time of Effect. This charter takes effect _____, 20__ . (2-4-20)	LOC version – renumbered to Section 11.7	Section 11.8. Time of Effect. This charter takes effect _____, 20__.
	Section 16. Proceedings to be Public. No action by the council shall have legal effect unless the motion for the action and the vote by which it is disposed of take place at proceedings open to the public.	DO NOT INCLUDE – ALREADY INCLUDED IN SECTION 5.2. (2-4-20)		
	Section 25. Tie Votes. In the event of a tie vote for candidates for an elective office, the successor candidate shall be determined by a public drawing of lots in a manner prescribed by the council.	Section 7.10. Tie Votes. In the event of a tie vote for candidates for an elective office, the successor candidate shall be determined by a public drawing of lots in a manner prescribed by the council. (2-4-20)	Keizer version - renumbered to Section 7.10	
	Section 34. Condemnation. Any necessity of taking property for the city by condemnation shall be determined by the council and declared by a resolution of the council describing the property and stating the uses to which it shall be devoted.	Section 11.4. Condemnation. Any necessity of taking property for the City by condemnation shall be determined by the council and declared by a resolution of the council describing the property and stating the uses to which it shall be devoted. (2-4-20)	Keizer version – renumbered to Section 11.4	DELETE THIS SECTION
	Section 37. Bids. The procedure for bidding public improvements shall be governed by general ordinance and shall be in agreement with standards established by state law.	LEAVE OUT (2-4-20)		
	Section 41. Number and Captions. As used herein, the singular shall include the plural, and the plural the singular. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this charter.	Section 11.6. Number and Captions. As used herein, the singular shall include the plural, and the plural the singular. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this charter. (2-4-20) (3-3-20)	Keizer version – renumbered to Section 11.6	

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	Section 43. Water Revenue Use. All revenue generated by the City of Keizer Water Department fund shall be used exclusively to pay for the water department fund expenses.	Section 43. Water Revenue Use. All revenue generated by the City of Keizer Water Department fund shall be used exclusively to pay for the water department fund expenses. (2-4-20)	Keizer version – renumbered to Section 11.5	
	Section 44. Prohibit Minority Status for Homosexuality. (a) The City of Keizer, including its Council and elected or appointed officers, shall not make, pass, adopt, or enforce any ordinance, rule, regulation, policy or resolution that extends minority status, affirmative action, quotas, special class status, or any similar concepts, based on homosexuality or which establishes any categorical provision such as "sexual orientation, " "sexual preference," or any similar provision which includes homosexuality. (b) City funds shall not be expended to promote homosexuality or express approval of homosexual behavior. (c) This Section shall not be construed to deny any Citizen, based on perceived or actual private lawful sexual practices, any City services, licenses, or approvals otherwise due or available. (d) This Section shall not be construed to limit public libraries from providing materials for adults which address homosexuality. (e) Subsection (a) of this Section shall not nullify or be construed to nullify any city, state, or federal civil rights protection based on race, religion, color, sex, marital status, familial status, national origin, age or disability. Neither shall subsection (a) be construed to abrogate, abridge, impede, or otherwise diminish the holding, enjoyment, or exercise of any rights guaranteed to Citizens by the	REMOVE SECTION (2-4-20)		

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	Constitution of the State of Oregon or the Constitution of the United States. (f) Subsection (a) of this Section shall not be construed to forbid the adoption of provisions prohibiting employment decisions based on factors not directly related to employment. If such a provision is adopted, it is the intent of the People that lawful private sexual behavior, or rumor, perception, or knowledge of a person's lawful private sexual behavior, are factors not directly related to employment. If such a provision is adopted, it is the intent of the People that personal expression, conversation or any other free expression concerning private lawful sexual behavior shall also be considered factors not directly related to employment, unless such actions disrupt the workplace. (g) This Section shall be an explicit and necessary restriction and limitation upon the authority of the Council. (h) It shall be considered that it is the intent of the People in enacting this Section that if any part thereof is held unconstitutional by a court of competent jurisdiction, the remaining parts shall be held in full force and effect. This Section shall be in all parts self-executing.			
				Section 11.7. Amendments and Revisions. No amendment, revision or repeal of this Charter may take effect unless approved by City voters. Either the council by a majority vote or City voters by an initiative petition may refer an amendment of this Charter to the City voters. Only the Council, by a majority vote, may refer a revision or repeal of this Charter to the City voters.

From Dan Kohler

Date: April 20, 2020 at 8:12:56 PM PDT

To: charterreview@keizer.com

Subject: Wards

I have attended nearly all the charter review committee meetings. I thought the discussion of wards was put to bed long ago.

I am against changing from at large to wards.

Please contact me if you need more input from me.

Daniel R Kohler

Sent from Dan @ Professional Preneeds, Inc.

503-559-6300

My goal is to only let you down once.

From Carol Doerfler

Date: April 20, 2020 at 11:10 AM PDT

To: charterreview@keizer.com

Subject: Options

The only issue that you are putting up for public comment that I feel strongly about would be the "Term Limits" for Keizer City Councilors-

#1- I feel the Ward vs at-large issue has not had enough discussion-

2 -Council vacancies- to fill by Special election is too expensive-

#3 - Current Elections have run smoothly for years as is-

#4- Term Limits-

I feel 2 years is just NOT enough time to get your head wrapped around everything you are required to be familiar with and to become very knowledgeable about how the City works-

I would prefer that the current 4 years remain in place however if there is a strong enough feeling from past and present Councilors that this is too long perhaps 3 years would be an option-

Is there a reason" even" years have been chosen and have the past and present Councilors opinions been solicited?

Thank You for all of your hard work on this very important document-

Carol Doerfler

4615 Shoreline Dr. N.

Keizer, Oregon 97303

From: carol doerfler <kares97303@comcast.net>

Sent: Saturday, April 18, 2020 8:24 PM

To: smithe@keizer.org

Subject: Charter Review Public Hearing

As I sit here debating whether I want to "go" to the Public Hearing on the final draft review of the City of Keizer Charter revisions I am struck by how important this is and how hard you all have worked to "get this right" and how few of our Citizens will be unable , do not know , or will chose not to attend because of being electronically shy-

Has there been any consideration given to postponing this Public Hearing to give the Citizens a "true

voice " and choice to comment?

When does the Charter have to be submitted to appear on the Ballot? Is there enough time to postpone for a few weeks ?

Perhaps by then we can have a true "Public Forum"-

Thanks for your hard work on this very important document-

Carol Doerfler

From Garry Whalen

4/21/20

2:18 pm

On the four issues for public comment my position is that it is in the best interest of registered voters that council positions remain "at large" and in head to head elections. Terms for councilors should remain at 4 years so a new councilor can get acclimated and be productive before seeking reelection. Additionally for seated councilors a four year term allows them on conducting the business of the city rather than spending time on the distraction of a 2 year reelection.

Apologize for my unplanned and short notice absence.

Garry

From: Michael De Blasi <michaeldeblasi@yahoo.com>

Sent: Monday, April 20, 2020 1:55 PM

To: Smithe@keizer.org; clarkc@keizer.org

Subject: City Charter public meeting

Madam Mayor and Councilor Smith,

Tomorrow night the public meeting for the City Charter updates will be broadcast on Zoom. I believe that this work and the public input is too important to conduct the meeting over Zoom.

There will not be the level of public input as at a typical meeting and anyone who has testimony to present, as I do, will not have the same ease as would be at the normal meeting.

I recommend that we postpone the meeting until the restrictions are eased.

Thank you considering my request.

Stay well,
Mike

Michael A. De Blasi 541-226-6011



Elizabeth Smith

9 hrs · ▼



Ok Keizer, I need feedback on this. Divide Keizer into "Wards" like Salem? Or leave it alone?



Elizabeth Smith, Keizer City Council

9 hrs ·

Do you think Keizer should vote to change the City Charter to establish a "ward" system for elections? This would divide Keizer into "Wards" vs the "at large" system currently in place since the City was established? Written testimony may be submitted to CharterReview@Keizer.org



31 Comments



Like



Comment



Share



Marlene Parsons Keep the same

Like · Reply · 9h





Daniel Kohler Keep the same

Like · Reply · 9h



4



Bruce Anderson I agree with [Marlene](#): keep it as it is. Wards would breed selective focus to the ward and those voters. City Council needs to continue to be voted on by the entire city - accountability is key!

Like · Reply · 9h



6



Alicia Itzaina [Bruce Anderson](#) this is especially insightful coming from you with your knowledgeable and political background!

Like · Reply · 6h · Edited



1



Bruce Anderson Thanks, [Alicia](#)! Appreciate your kind words! Hope you are well!

Like · Reply · 6h



1

↩ View 1 more reply



Todd Smith Leave it alone! You will NEVER please everyone!

Like · Reply · 8h



4



Lauren Brouse Leave it alone.

Like · Reply · 8h



2



Scott Harms Yeah, leave it...

Like · Reply · 8h



2



Danielle Bethell I don't believe it necessary. People who want to run and serve, will. The school board has zones but is an at large vote. I have the opportunity to be a voice and present for all students, not just focus on the few.

I believe when you create segregation a narrow lens follows. I do not support the ward concept.

I also believe if there is a feeling that some of our community isn't represented then those individuals who feel that way need to step up and recruit and educate and seek individuals to engage.

Being chosen as a leader should be much more than starting with your address.

Like · Reply · 9h



Lore Christopher Danielle Bethell DITTO! Well said Danielle!

Like · Reply · 6h



Alicia Itzaina Danielle Bethell my sentiment as well. As someone who lived in Salem for about 25 years and has now been in Keizer for almost 7 years I believe no wards is the best way. Wards seem to have been divided by class in Salem and it feels like there are wealthy wards and poor wards. It often feels like the wealthy wards get better representation than other wards instead of looking at Salem as a whole unit.

Like · Reply · 6h





Kenny Engelking I think it's good as it is; we live up in the Meadows and recognize the differences between my area and parts of south Keizer. I think you could do something like the SKSB and have an at large vote, with certain positions assigned to "districts/wards."

However, I don't see a benefit to changing. Looking at Salem and their council structure isn't exactly compelling at this point.

Like · Reply · 8h



Ross Day LEave it alone

Like · Reply · 8h



James Marshall I feel that the current system of non assigned counselors is best.

By creating wards, you run the risk of creating unintended economic or class divisions, which I believe would be harmful to the Keizer community as a whole. ... [See More](#)

Like · Reply · 8h



Bob Parsons I'm opposed to ward's. The current system allows for a resident of the city to reach out to any or all councilors. Ward's would limit that input. I further believe it would be much harder to find candidates to run.

Like · Reply · 7h



Caithlin Kapsner Please let's leave it alone.

Like · Reply · 7h





Alicia Itzaina I must admit I am not knowledgeable enough to know any discernible difference between wards and no wards. However, based on what I can assume and being someone who lived in Salem and is now in Keizer I think no wards is the best way. Wards seem to have... [See More](#)

Like · Reply · 6h



Lore Christopher LEAVE IT ALONE! Elected officials should make policy decisions based on the collective impact, not on a specific smaller segment. In a town of 40,000 you would be representing only 5,700 people, with specific interests.

Like · Reply · 6h



Alicia Itzaina Would it be beneficial to submit written testimony?

Like · Reply · 6h



Elizabeth Smith Alicia Itzaina - yes. Please email charterreview@Keizer.org . Also cc SmithE@keizer.org

Like · Reply · 5h



Alicia Itzaina Elizabeth Smith will do!

Like · Reply · 4h



Jeff Anderson Keizer is to small for wards

Like · Reply · 5h



Kimberly Perkins Leave it as is.

Like · Reply · 5h





Melissa Martin-Freed No to wards. The status quo ensures all of Keizer is represented fairly and equally.

Like · Reply · 5h



Larry Jackson Leave it alone. People with agenda's want a way to slip in and change keizer that does not represents keizer as a whole

Like · Reply · 4h · Edited



Rob Conahey I also agree with Marlene let's keep it the way it is the current system makes the council work for everyone not just those in their ward. It also reduces the possibility of corruption and favorable and preferential treatment of a particular group or area

Like · Reply · 4h



Bry Taylor-Campos What would the benefit be to have wards?

Like · Reply · 4h



Christine Jones Dieker If it is not broke don't fix it. 🙄

Like · Reply · 3h



Michelle Gander What's the purpose?

Like · Reply · 3h



Jim Taylor Not enough population. We're small enough to be able to cover everybody's needs. We looked at this before and nothing's changed.

Like · Reply · 45m

PUBLIC INPUT REVISED DUE TO COVID-19 – SEE NOTICE AT END**2020 CHARTER REVISION SUMMARY**

A Charter is the constitution for the local governments. It lays out the basic framework for how the City governs itself. The original Keizer Charter was adopted March 29, 1983. The Charter was amended in 1985 to require all water department funds to be used exclusively for water department fund expenses. It was also amended in 1992 to make several relatively minor changes.

In 1993, a third amendment was done by an initiative process. The No Special Rights Committee, together with the Oregon Citizens Alliance gathered sufficient signatures to place a measure on the ballot that prohibited the City from granting “special rights” to persons based on sexual orientation. Keizer voters approved the measure which was placed in the Charter as Section 44. Because it was by initiative petition, the City Council had no involvement in its adoption. Shortly after that, state law made all the local “no special rights” provisions unenforceable. However, to remove the provision from the Charter, a Charter amendment or revision must be passed by the voters.

Last year, the City Council determined that it would be appropriate to delete Section 44 from the Charter and review the Charter to see if other changes would be appropriate. The City Council formed a Charter Review Committee to receive recommendations for changes to the Charter, hold public hearings on proposed changes and recommend changes to the City Council.

The Charter Review Committee has compared the League of Oregon Cities’ Model Charter with the current Keizer Charter and has made recommendations for consideration. Sections have been moved, grammatical revisions have been made, sections have been deleted, and some of the sections in the Keizer Charter have been replaced with the League of Oregon Cities’ Model Charter to make it easier to read. Below is a highlight of some of the major revisions:

1. The Keizer Charter has Section 44 as mentioned above. The Charter Review Committee is recommending removal of this Section to be consistent with state law.

This is a good proposal.

2. The current Keizer Charter states that an Ordinance must be available one week before the first reading of the Council. The suggestion is to change this from one week to five calendar days.

I would recommend longer. I would say 10 business days. In the spirit of true transparency, I believe that 5 days is not enough. This will better allow citizens to do research and prepare items for discussion, it will also allow more time for councilors to review and ask staff questions.

3. The current Keizer Charter uses the term “elector” throughout the document. It is recommended that this term be revised to “registered voter in the City.”

The Keizer Charter Review Committee would like input on the draft Charter, especially on three sections. These sections have a placeholder in the current draft Charter and are left blank (Sections are 3.1, 7.1 and 7.9). These sections have been deferred for public input. Questions to consider for these sections are as follows:

A. Councilors are currently elected “at-large” meaning they are elected by all the registered voters of the City. A “ward” system elects the councilors from specific geographical areas (“wards”) of the City. Do you prefer “ward” or “at-large” councilor positions?

I believe the current approach to electing councilors is the most appropriate. With a city geographically as small as Keizer is, it would be too challenging to carve out wards. What we need to focus on is engaging people in all areas of the city to participate and not force it.

B. Every two years, three councilors are elected in “head-to-head” elections, meaning the candidates choose which numbered position to run for. Another method would be to have all the councilor candidates run against each other and the top three are elected to the three positions. If the at-large method is used, would you prefer an at-large, a “top three” or other method be used?

The current method works and creates a good plan of succession. Going to this other suggested model could severely disrupt the flow of work and have extensive negative impacts on the work the city is engaged in. Allowing councilors to elect on different cycles ensures continuity and also retains knowledge and expertise.

C. Currently councilors serve four year terms. Would you like to continue with the current four year terms or would you like to see the councilors serve two years instead?

Four years is good, for the most part it takes 18 months to get on their feet. We are short staff time anyways, so having to reteach new councilors over and over is a waste of time and resources that need to be focused on the work Keizer needs to accomplish. Not to mention the burden of running campaigns every two years. It is a waste of money.

D. Currently if a council office becomes vacant, the vacancy is filled by appointment. Do you want to change the method from an appointment method to a special election process? If you want to consider a special election process, does it matter how much time is left in the term?

Keep it the way it is.

PUBLIC FORUM NOTICE

The Charter Review Committee will hold a limited public forum on April 21, 2020 at 6:00pm at the Keizer Civic Center. Please relay any input you have on the draft Charter to charterreview@keizer.org or Debbie Lockhart, Deputy City Recorder at LockhartD@Keizer.org, PO Box 21000, Keizer, OR 97307 or 930 Chemawa Road NE, Keizer, OR 97303. Due to concerns regarding COVID19, we would like to encourage anyone who wishes to participate in the meeting on April 21, 2020 at 6:00 p.m. to provide public testimony via email or written correspondence, rather than attending the meeting in person. Please provide your comments on or before April 21, 2020 at 5:00 p.m. The following options are available for participation:

- Written comments may be submitted by email or mail as indicated above. City Hall is currently closed to the public, but comments may be dropped off at a table in the Civic Center lobby.
- Individuals may participate online through the ZOOM web conferencing platform. Contact Debbie Lockhart at lockhartd@keizer.org or by phone at (503)856-3418 no later than 3:00 p.m. on April 21, 2020 to register for ZOOM participation.

- We will be practicing social distancing and other safety measures within the Council Chambers. There will be very limited allowance to testify in person at the Council Chambers.

Your time and input is appreciated. Thank you.

I come to you tonight to illustrate how the At-Large system of electing City Council members does not represent all the residents of Keizer. Only by creating Wards with dedicated Council seats can we truly represent all residents in the city.

The maps that you are seeing show the address of all the councilmembers at the time they served since 1990. The districts that you can see are the voting districts established by Marion County. For simplicity, I have used these districts rather than subdivide the city some other way. Some of these districts have no residences, so they were not included in this comparison. I obtained the addresses from the city records and marked where they are on the maps.

On the graph, I have shown the total number of candidates per District, the number of candidates within each district as a percentage of the total and a similar method showing those elected.

There are clear “winners” amongst the Districts.

When you look at the numbers, since 1990 District 403 - Gubser and District 406 – southwest Keizer, have had most of the candidates and most of the elected officials. The Gubser district has had 27 candidates, 20 of whom have been elected and SW Keizer has had 25 candidates, also 20 who have been elected. As Keizer has grown to the north, the Gubser district influence has waned while SW Keizer has maintained a strong influence.

Ironically, there have been three councilors from within 300 feet of my house. However, they served in the 1990's and early 2000's.

As you can see in these maps and graph, only 5 candidates from District 407, in the southeast portion of Keizer, have run for a Council seat. Of those 5, only 1 has been elected – Joe Egli. Most of the 5 candidates ran for office in the 1990's when the far northern part of Keizer was still sparsely populated. It should be expected that District 407 would have a higher number of candidates. But even then, this part of Keizer was still not seeing itself represented on the Council.

District 408, which is a very small district within Keizer but still with residences, has had no candidates.

District 401, the far north part of Keizer, has had 7 people run for Council 5 of which have won, with the majority in this last decade. I have included 2 aerial photos of Keizer, one from 1967 and the other from 1984 to show Keizer's early development pattern. The older photo shows where the earliest mid-century growth occurred; it was mostly in the southern part of Keizer, with the Districts 403, 404 and 405 only just

beginning to get developed. By 1984, just after the city incorporated, the southern part of Keizer had filled in and Districts 403, 404 and 405 were filling in.

It is hard to make an argument that the At-Large system is fair and yet the most recently populated part of the city has had more candidates and more councilors than one of the oldest and poorest, parts of town.

The flip side of the Disenfranchisement Coin is keeping those not in power from having a voice in the City's decision-making. It would also be naïve to assume that those with financial resources and the political and social connections will have the same chance at getting elected to office as those without those resources and connections. Even just attempting to run for office requires time and resources. Without connections, it is highly doubtful that a person would receive money and assistance from special interest groups. And without connections, a person would not be part of the groups with influence and money.

I believe it is safe to assume that not every person who has been in office was the best person for the job. But structural hurdles placed by the At-large positions prevent those potentially better qualified from running for, much less winning, a council seat.

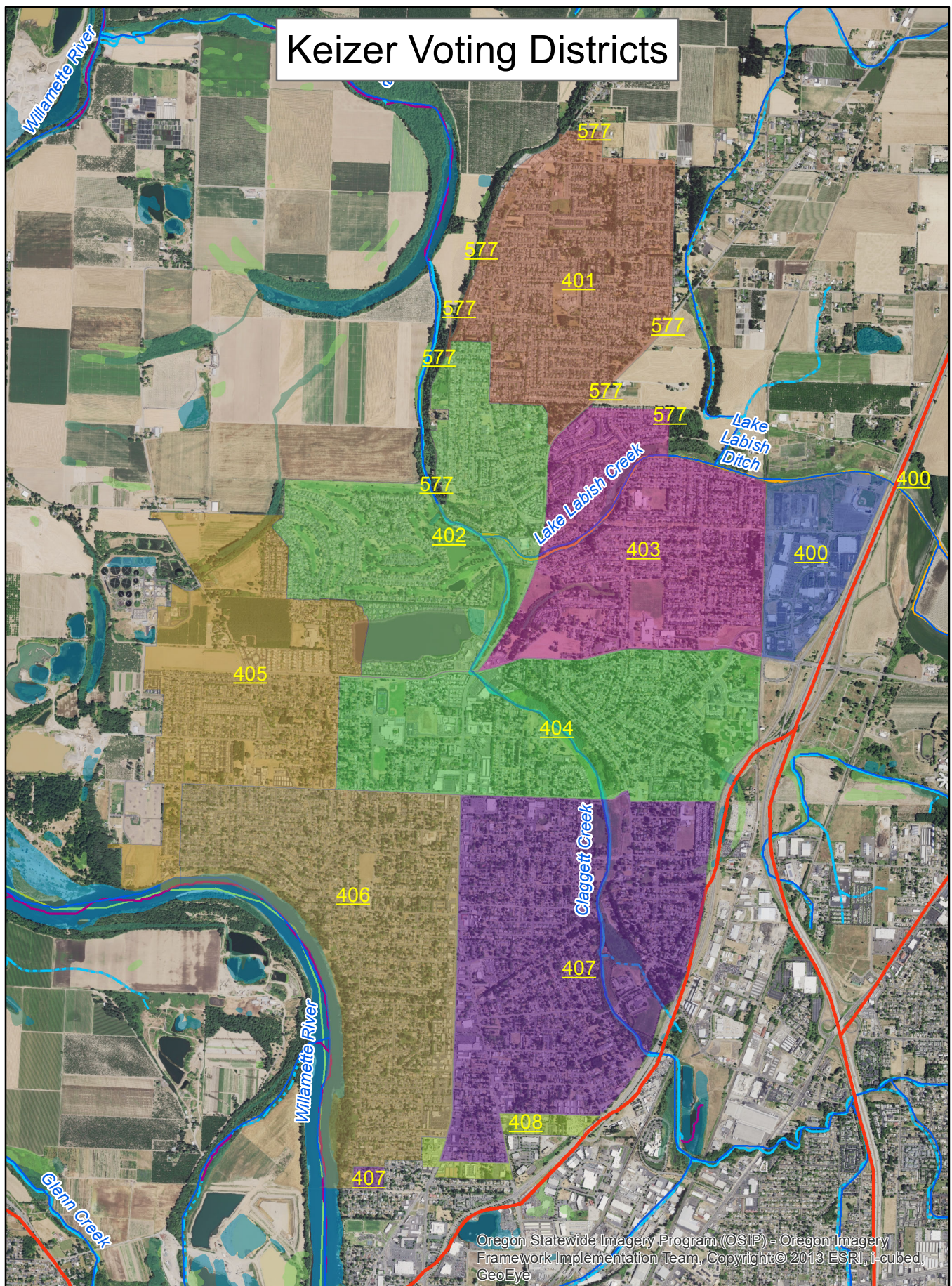
I do not believe that when the city was established, the At-Large system was created without the understanding that certain people will have more control. And since then, there has been either an unspoken understanding that the current system favors certain people and parts of the city OR there is an unknown bias that certain people are "better" to be on the Council. Even today this bias is ignored. For example, during the last Charter Review committee meeting, Councilor Smith read testimony from several past council members and mayors – all of whom support the current "At-Large" system. It would be naïve to think that those who have benefitted from the At-Large system would fairly and unbiasedly judge that system.

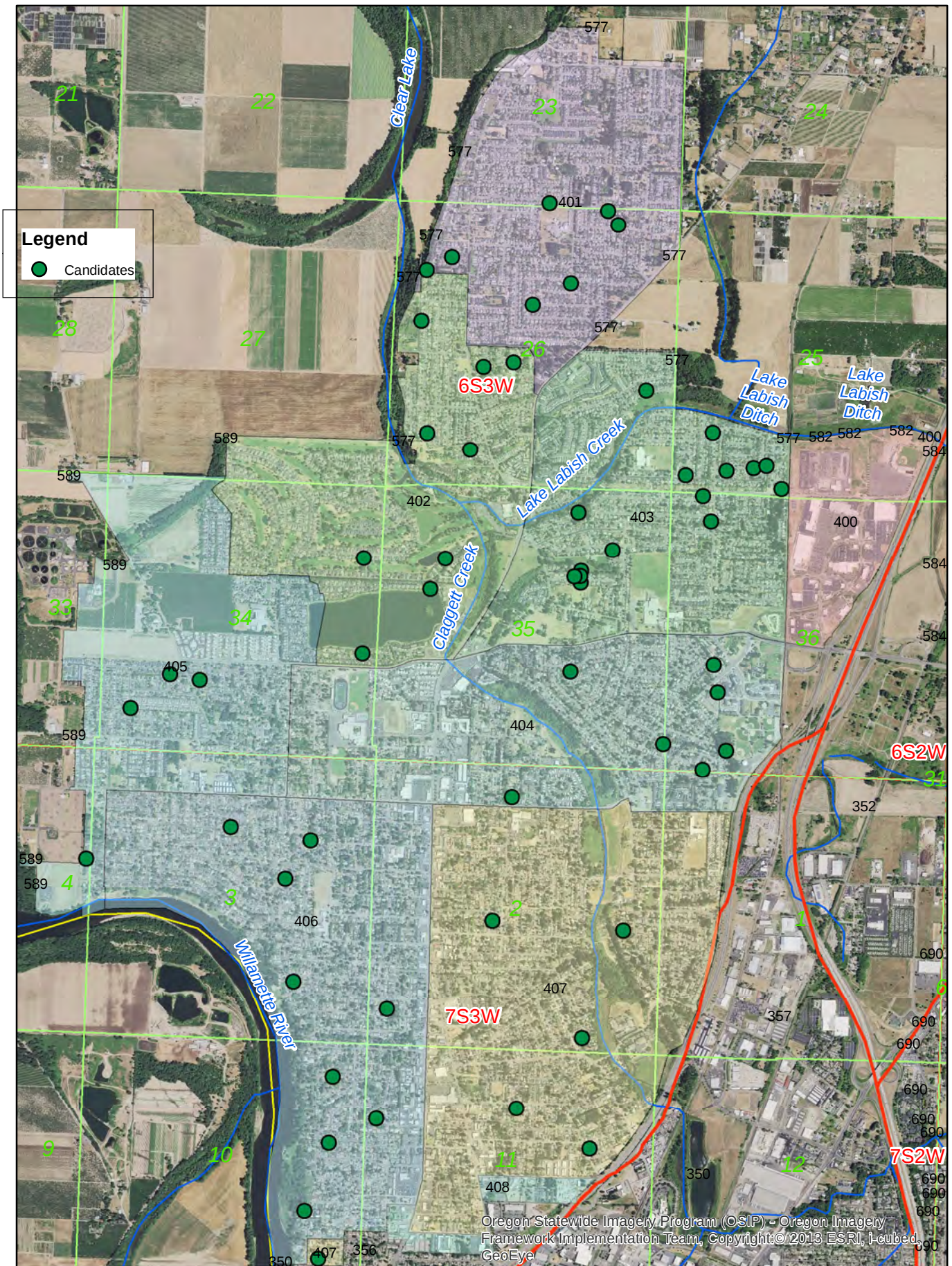
My proposal is to have at least 4 council seats that have councilors who must be from those seats. My preference is to have all of them as this system, as the Mayor could be considered an At-Large and should be looking to represent the entire city. But, while I would be willing to compromise, less than 4 seats would still concentrate power in too few hands.

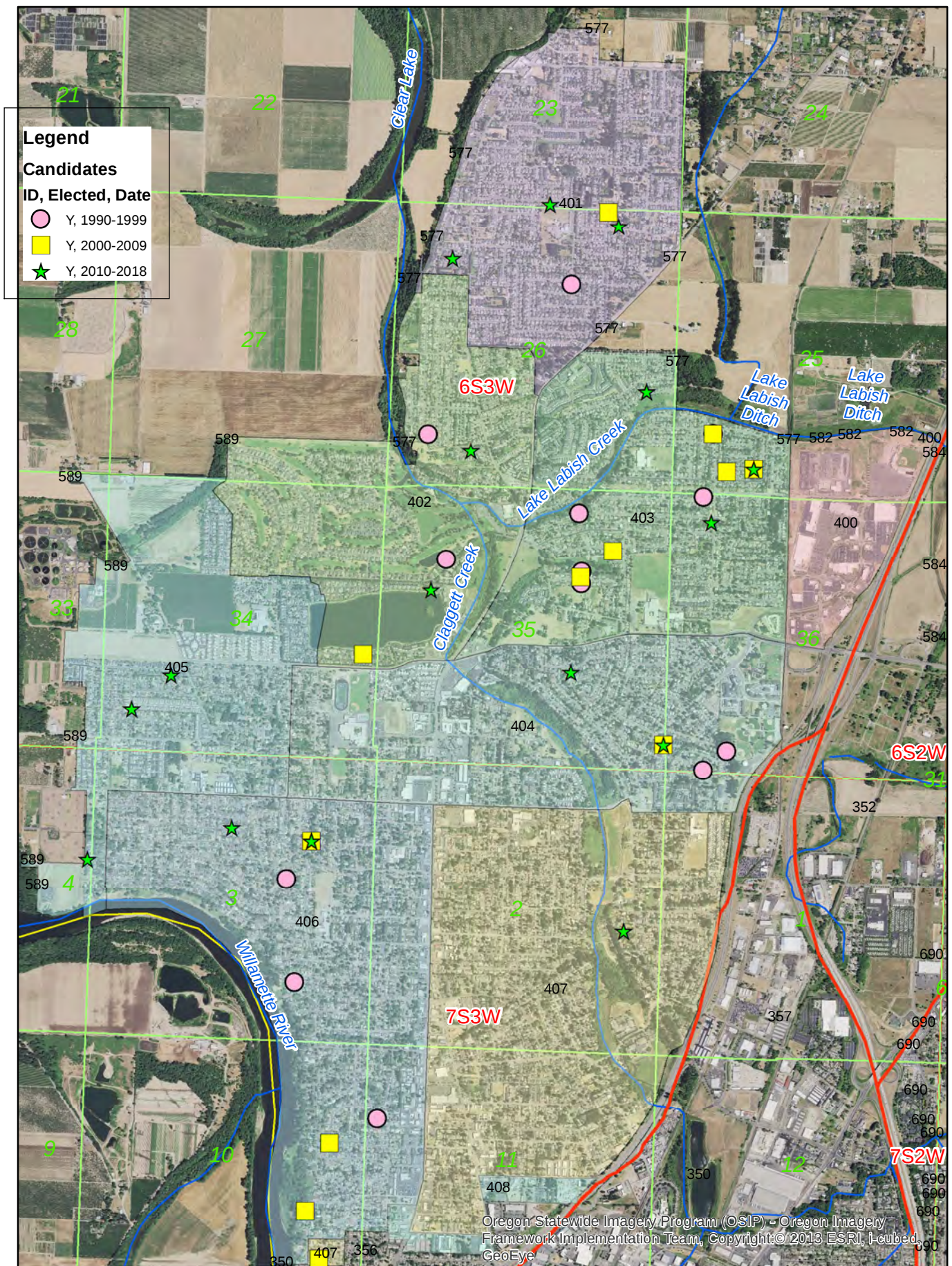
To those who believe that a Ward system would lead to parochial representation and not take the best interests of the whole city in mind, I can say that the current system clearly has not considered the entire city's needs. And the argument that we are not a big enough city to need Wards diminishes the needs of those in Keizer who have no voice. It also ignores the fact that throughout the country's history many cities have used the district system, even when they were smaller than Keizer is today.

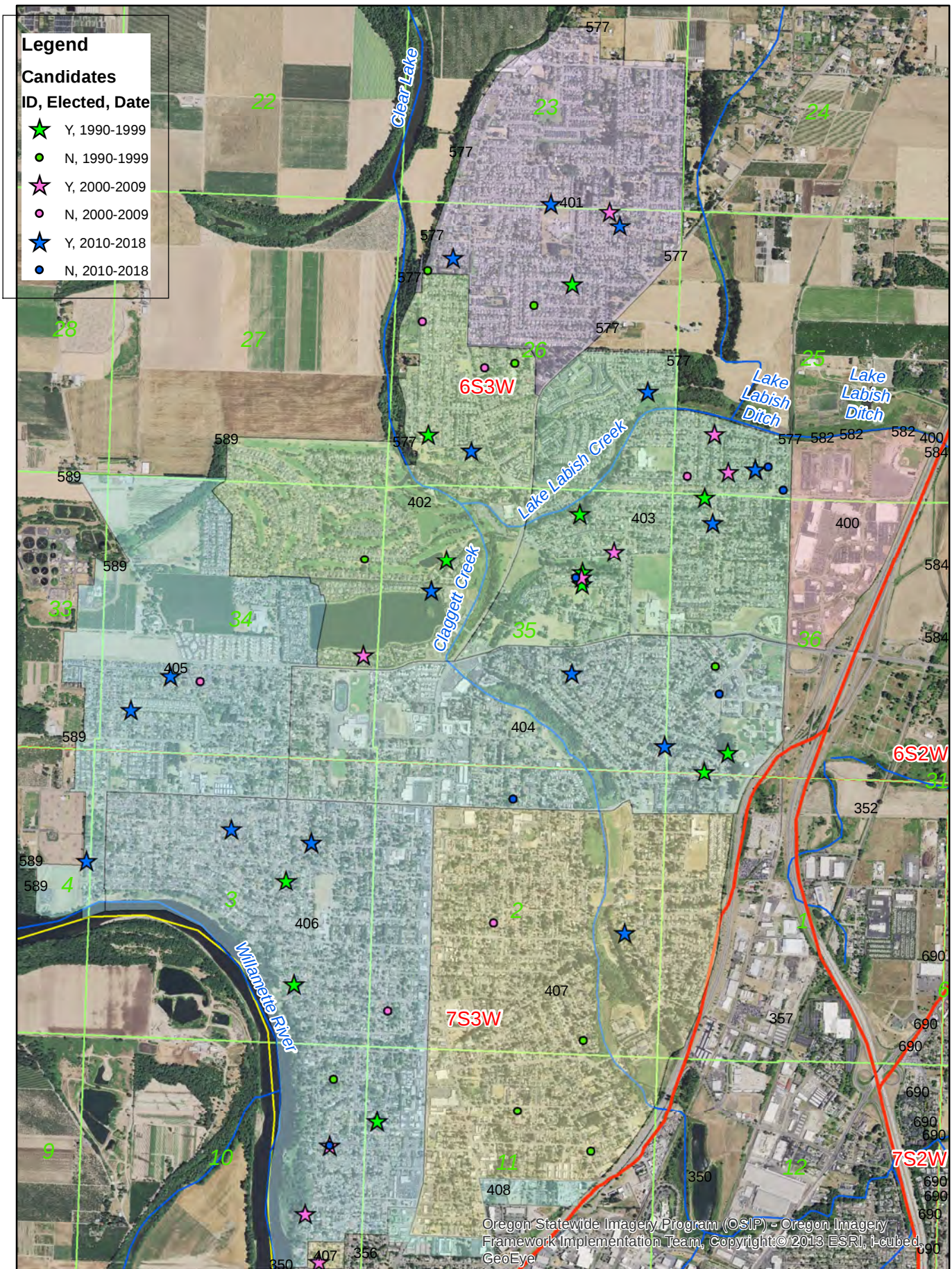
I have presented evidence that the At-large system is unfair and does not adequately represent all the residents of Keizer. The Ward system will do a better job of representing those people as that councilor would better know the needs within the district. Even if a councilor under the At-Large system believes that they know the whole city and care about everyone, there is no way to truly understand people without having “walked in their shoes”.

To ignore the evidence will make you complicit with this disenfranchisement.

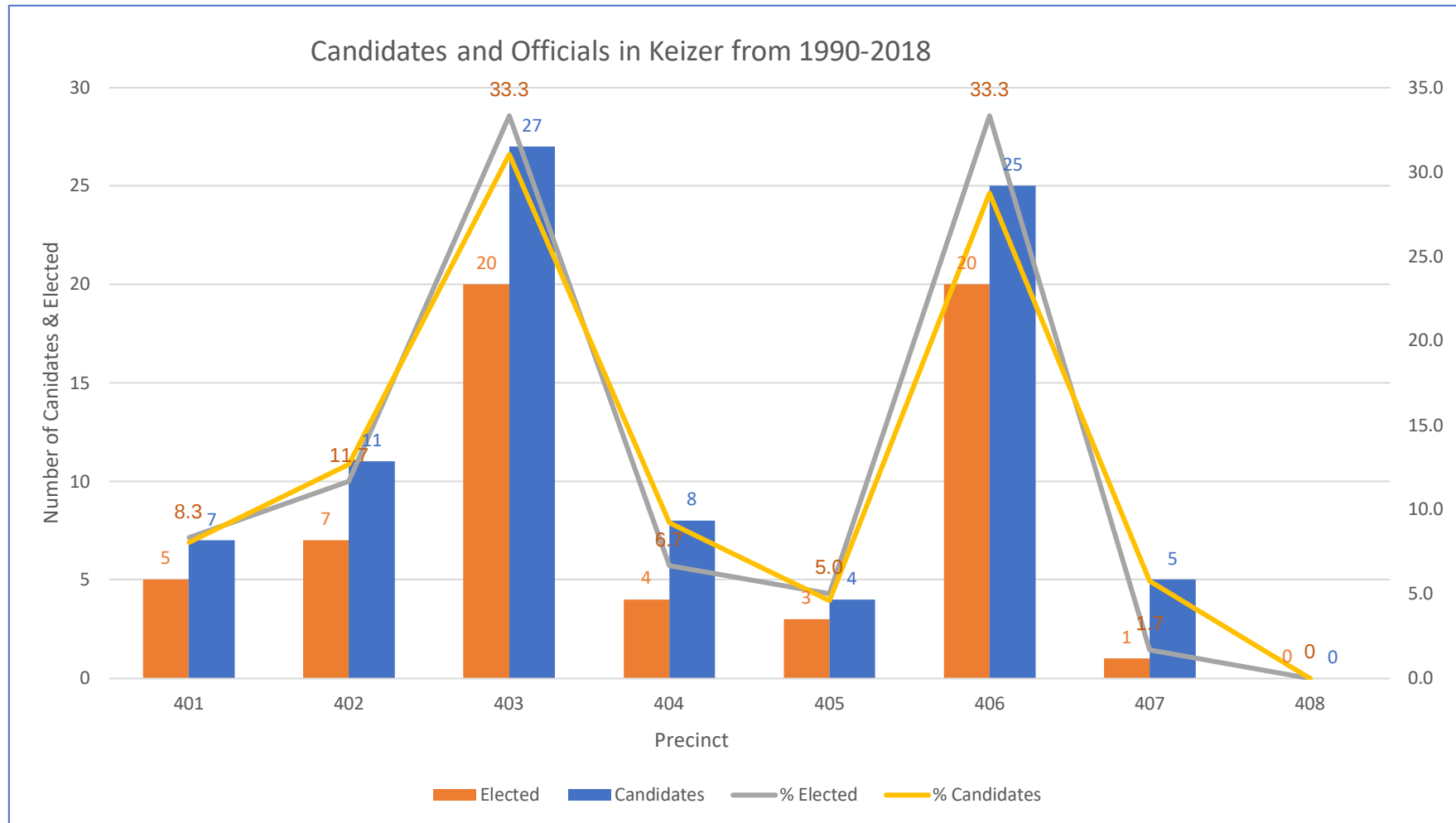








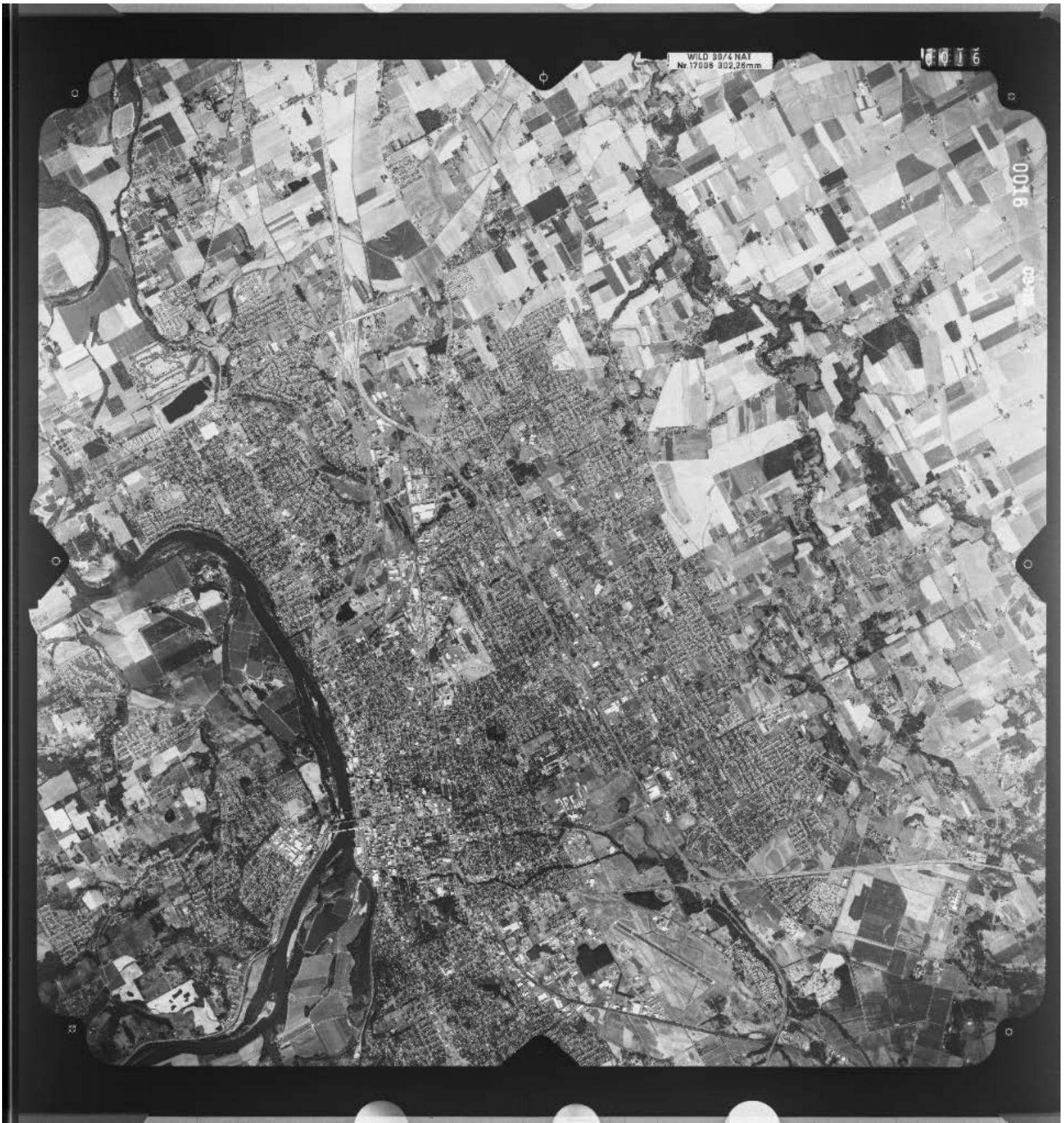
	401	402	403	404	405	406	407	408
Candidates	7	11	27	8	4	25	5	0
Elected	5	7	20	4	3	20	1	0
% Candidates	8.0	12.6	31.0	9.2	4.6	28.7	5.7	0
% Elected	8.3	11.7	33.3	6.7	5.0	33.3	1.7	0
%E-%C	0.3	-1.0	2.3	-2.5	0.4	4.6	-4.1	0



Keizer, 1967



Keizer, 1984





June 8, 2020

Keizer City Council
930 Chemawa Rd NE
Keizer, OR 97303

VIA EMAIL

Dear Mayor Clark and Members of the Keizer City Council,

I write today on behalf of the Keizer Chamber of Commerce regarding your upcoming discussion on amending our City Charter.

First, we thank the members of the Charter Review Committee who worked tirelessly through some difficult issues to arrive at their recommendation. Their work is appreciated.

We also concur with their recommendation. Removing Section 44 is long past due. Keizer is a welcoming city and the language in Section 44 is anything but welcoming.

The other potential changes the committee considered such as electing city councilors by ward or two-year term limits are not workable. Elections by ward would potentially give small groups of people outsized power when choosing councilors. It could also discourage councilors from looking out for what is best for all of Keizer. Two-year term limits do not give new councilors time to get up to speed on the many issues with which the council considers.

We ask that you send a charter revision to voters which removes Section 44 and makes necessary non-substantive changes.

Please let me know if you have any questions.

Warmest Regards,

A handwritten signature in blue ink, appearing to read 'J. Thompson'.

Jonathan Thompson, President
Keizer Chamber of Commerce

To Keizer City Council and Mayor:

I served on the Keizer city charter review committee and was impressed by the committee members. They were all thoughtful, prepared and obviously interested in improving the quality of life in our community. I believe our proposed changes to the charter are a big improvement over the current one. However, there are two issues that I want to comment on.

First, the majority of the committee voted to retain the current system for electing city councilors, which is to elect one for each “position”. This requires a voter to choose between perhaps two good candidates, voting to reject one that they may like. Another method, known as ranked choice voting, would be to have voters chose their top three candidates out of the entire field and rate them in order of preference. Then if their first choice is not elected, perhaps their second choice will be.

With ranked choice voting, if no candidate has a majority in first-choices, the candidates in last place will be eliminated one-by-one. If the voter’s first choice is eliminated, their vote instantly goes to their second choice. That way, we can find out which of the top candidates has real majority support. With RCV, candidates also compete for second choice votes from their opponents’ supporters which lessens the incentive to run a negative campaign. In RCV contests, candidates do best when they reach out positively to as many voters as possible, including those supporting their opponents.

Sometimes, to avoid “vote splitting” in which candidates win with very little support because of multiple candidates, efforts are taken to limit the number of candidates who compete. For example, candidates are sometimes pressured to stay out of the race for fear of splitting the vote with another similar candidate. This can be particularly true for candidates from groups under-represented in elected office, such as people of color. RCV allows more than two candidates to compete without fear of “splitting the vote” among like-minded individuals.

Voters in RCV cities report more positive campaigning and greater satisfaction with their elections. Benton County recently adopted RCV voting for some county offices, starting next November. For Keizer rank choice voting would encourage more people to run for office. It would not be as intimidating as having to get 50% + of the vote for that one particular position. I hope you will consider rank choice voting for Keizer as a more democratic, inclusive way to elect our city councilors and mayor.

Second, at one of our charter review meetings, I proposed including some language that would pro-actively welcome all people to Keizer and assure that everyone who lives or works or visits here is treated with respect and dignity. That type of language did not get into the proposed charter, but I encourage the City Council to adopt an Inclusivity Resolution, proclaiming that the city of Keizer will not tolerate discrimination against anyone, for any reason, and welcomes full participation in all aspects of the city – cultural, economic, housing, public accommodations, employment, etc. – without regard to race, color, religion, national origin, gender, age, sexual orientation, gender variance, marital status, military status or physical or mental disability.

Thank you for the opportunity to comment.

Kathy Lincoln

Willamette Dr., Keizer

CITY COUNCIL MEETING: July 6, 2020**AGENDA ITEM NUMBER:_____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: DECLARATION OF LOCAL STATE OF EMERGENCY

The City Manager's COVID-19 Emergency Declaration expires July 7, 2020. However, continued mandated and recommended protocols will fall into three categories:

1. Public spaces subject to Governor's Executive Order. The Governor's Executive Orders do not apply to local government buildings. However the Executive Orders still apply to playgrounds, public open spaces, sports facilities and venues. Executive orders apply to the community rooms because though they are within a local government building, they are operated in a proprietary fashion as the City rents space to the public. This type of use falls into the "venue" category.
2. City operations in general. Though not in the form of an emergency declaration, the City Manager has adopted administrative requirements for City personnel and interactions with the public. For example, the City Manager has ordered placement of sneeze guards, the use of masks in public spaces, and the requirement that employees use masks when there are two or more in one vehicle.
3. Council-specific Ordinance. The use of Council Chambers and other public spaces by the Council and any committees or task forces is up to the Council. For that reason, I have prepared a limited emergency declaration for City Council consideration. This can be modified as Council sees fit. It includes the following points:
 - a. All use of the Council Chambers and other public rooms at the Civic Center by the City Council and any City committees, commissions or task forces shall be conducted with appropriate protocols, including social distancing and occupancy limits. The details will follow Oregon Health Authority Guidance unless Council directs otherwise.

b. Municipal Court activities shall be conducted as ordered by the Municipal Court Judge.

c. The current moratorium on utility shut-offs will continue until further Council action.

d. Emergency procurement is maintained if necessary.

e. The emergency declaration continues until September 9, 2020.

RECOMMENDATION:

Review the attached proposed Ordinance Declaring a Local State of Emergency in the City of Keizer, revise if appropriate and adopt the attached Ordinance.

Please contact me if you have any questions in this regard. Thank you.

ESJ/tmh

1 A BILL ORDINANCE NO.
2 2020-_____
3 FOR
4
5 AN ORDINANCE
6

7 DECLARING A LOCAL STATE OF EMERGENCY IN THE
8 CITY OF KEIZER AS A RESULT OF COVID-19 PANDEMIC;
9 DECLARING AN EMERGENCY
10

11 The City Council of the City of Keizer finds as follows:

12 WHEREAS, pursuant to Ordinance No. 2009-588, the City Council finds that the
13 following factors have resulted in the need for a state of emergency declaration;

14 WHEREAS, COVID-19 (novel coronavirus) was declared a pandemic by the
15 World Health Organization on March 11, 2020;

16 WHEREAS, Coronaviruses are a group of viruses that can cause respiratory
17 disease, with the potential to cause serious illness or loss of life;

18 WHEREAS, COVID-19 requires a significant amount of resources at the local
19 level to keep the public and community informed and as safe as possible;

20 WHEREAS, On March 8, 2020, Governor Kate Brown declared a state of
21 emergency due to the COVID-19 outbreak in Oregon (Executive Order No. 20-03),
22 finding that COVID-19 has created a threat to public health and safety, and constitutes a
23 statewide emergency under ORS 401.025(1). Governor Brown also issued guidance
24 regarding group gatherings and social distancing to minimize potential opportunities for
25 the COVID-19 to spread;

1 WHEREAS, the Governor has issued additional Executive Orders on this matter;

2 WHEREAS, the COVID-19 pandemic will create significant social, health,
3 financial and other impacts to the community of unknown duration;

4 WHEREAS, the City has been closely monitoring updated information for the
5 state through the Governor's office, the Oregon Health Authority (OHA), and the
6 Centers for Disease Control (CDC) for U.S. updates. The primary focus at the City is to
7 restrict the spread of COVID-19 and to maintain the health of our workforce and the
8 community so the City can continue to provide crucial City services.

9 WHEREAS, pursuant to ORS 401.309(1), the governing body of a City may
10 declare, by Ordinance or Resolution, that a state of emergency exists within the City;

11 WHEREAS, pursuant to Keizer Ordinance No. 2009-588 ("Emergency
12 Ordinance"), if the City Manager determines that a state of emergency exists, the City
13 Manager may declare a state of emergency. Section 2 of the Emergency Ordinance sets
14 out the actions the City can take, which include the ability to prohibit or limit the number
15 of people to public places, commit to mutual aid agreements, and other measures "for the
16 protection of life and/or property."

17 WHEREAS, the City Manager has declared a local state of emergency which has
18 been ratified by the City Council;

19 WHEREAS, the latest City Manager declaration expires on July 7, 2020;

20 The City Council of the City of Keizer ordains as follows:

1 Section 1. The findings noted above are hereby adopted.

2 Section 2. A Local State of Emergency is declared to exist and the area of
3 emergency is the entire City of Keizer. The Emergency Operations Center may be
4 opened if deemed necessary.

5 Section 3. To eliminate exposure to and spread of COVID-19, and in support
6 of state and federal guidelines for social distancing, the following measures are in effect
7 beginning July 7, 2020:

8 a. All open houses are cancelled unless social distancing modifications are in
9 place.

10 b. All public meetings will be in-person with appropriate social distancing
11 requirements in place for both participants and audience members.

12 c. All standing and ad hoc committee/board/commission meetings and
13 activities will be in-person with appropriate social distancing requirements
14 in place for both participants and audience members.

15 d. City Council meetings will be in-person, but with social distancing
16 modifications for both participants and audience members.

17 e. Requirements for social distancing, occupancy limits, and other protocols
18 shall follow Oregon Health Authority Guidance unless directed otherwise
19 by Council.

20

1 f. The City will review the information from the federal Centers for Disease
2 Control and Marion County Health for updated decisions as appropriate.

3 Section 4. The City will not send shut-off notices or shut off water for non-
4 payment of unpaid water bills while this emergency is in place, and may suspend
5 enforcement of other utility billing department rules, regulations and code provisions, in
6 the City Manager's discretion.

7 Section 5. The Keizer Municipal Court shall conduct business as ordered by the
8 Municipal Court Judge.

9 Section 6. As allowed by state law and/or collective bargaining contracts, the
10 City may change employees' shifts, hours of work and call out for overtime without
11 notice or regard to seniority.

12 Section 7. The City may take any other emergency acts as allowed by law,
13 including but not limited to committing to mutual aid agreements.

14 Section 8. The City will take all necessary steps authorized by law to
15 coordinate the response and recovery of this emergency, including but not limited to,
16 requesting assistance from the federal government, the State of Oregon and Marion
17 County.

18 Section 9. This Ordinance being necessary for the immediate preservation of
19 the public health, safety, and welfare, an emergency is declared to exist and this
20 Ordinance shall take effect immediately upon its passage.

1 Section 10. This Ordinance is repealed on September 9, 2020.

2 PASSED this _____ day of _____, 2020.

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4 SIGNED this _____ day of _____, 2020.

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Mayor

City Recorder

CITY COUNCIL MEETING: July 6, 2020

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: ORDINANCE RELATING TO PARTICIPATION IN AN ORS
190 AGREEMENT TO SUPPORT THE MID-WILLAMETTE
VALLEY HOMELESS ALLIANCE**

In 2016, the Mid-Willamette Homeless Initiative was established to identify and launch proven strategies to reduce homelessness in the region. The Mid-Willamette Homeless Initiative's strategic plan recommended that the region assess local inclusion in the Rural Oregon Continuum of Care to understand how to best address the problems of homelessness and needs of people experiencing homelessness.

In May 2019 the City Council adopted a Resolution supporting establishing a Continuum of Care for the Mid-Willamette Region and supporting that such Continuum of Care register with the U.S. Department of Housing and Urban Development in 2020 to become eligible for federal funds.

In September 2019 the City Council adopted a Resolution authorizing the City Manager to sign a Memorandum of Agreement Relating to the Creation of a Development Council to Form a Continuum of Care Collaborative Governance Structure for the Marion and Polk County Region that allows the creation of a collaborative governance structure that will oversee and manage the development of a Continuum of Care for the Marion and Polk county region of Oregon.

The Mid-Willamette Valley Homeless Alliance (Alliance) was recognized by the U.S. Housing and Urban Development Department (HUD) in December 2019 to carry out the purposes of the HUD Continuum of Care program. The Alliance developed and approved a Charter in February 2020.

HUD regulations require a legal entity to serve as a Collaborative Applicant for the Alliance. The Mid-Willamette Valley Council of Governments (COG) has been providing administrative support and other resources for the Alliance and the local member governments have directly paid their contributions to COG for the services. COG has agreed to continue to provide these services on an interim basis until a permanent intergovernmental entity is formed as provided for under state statute ("ORS 190 entity").

On April 6, 2020, the City Council adopted a Resolution authorizing the City Manager to sign an interim agreement to allow COG to continue to provide administrative support and other resources, in addition to serving as the Collaborative Applicant for the Alliance until an ORS 190 entity has been formed, the local member governments desire to contract with COG to provide Collaborative Applicant services and to reimburse COG for services.

The parties have developed a permanent ORS 190 entity agreement and it is attached to the Ordinance. The effective date of the ORS 190 entity is August 13, 2020.

The 190 Entity agreement anticipates that Keizer will appoint a representative to serve on the ORS 190 Entity Board of Directors. For efficiency, it is encouraged that the Council select the same person that serves on the Mid-Willamette Valley Homeless Alliance Board. At this time, Mayor Clark is Keizer's representative.

RECOMMENDATION:

Review the matter and if so desired, adopted the attached Ordinance. Following adoption of the Ordinance, the Mayor should appoint Keizer's representative to serve on the ORS 190 Entity Board of Directors.

Please contact me if you have any questions in this regard. Thank you.

ESJ/tmh

1 A BILL ORDINANCE NO.
 2 2020-_____
 3 FOR

4 AN ORDINANCE

5 RELATING TO PARTICIPATION BY THE CITY OF KEIZER IN AN
 6 ORS 190 AGREEMENT TO SUPPORT THE MID-WILLAMETTE
 7 VALLEY HOMELESS ALLIANCE; DECLARING AN EMERGENCY

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 9
 10
 11 WHEREAS, ORS 190.010 provides that units of local government may enter into
 12 agreements for the performance of any functions and activities that any party to the
 13 agreement, or its officers or agents, has the authority to perform;

14 WHEREAS, under ORS 190.085, each party to an intergovernmental agreement
 15 creating an intergovernmental entity must enact an ordinance ratifying the creation of the
 16 intergovernmental entity prior to the effective date of the intergovernmental agreement;

17 WHEREAS, the Keizer City Council desires to declare its intent to create an
 18 intergovernmental entity by intergovernmental agreement and ratify the creation of the
 19 intergovernmental entity;

20 The City of Keizer ordains as follows:

21 Section 1. TITLE. This Ordinance shall be known as the Formation of an ORS
 22 190 Entity to Support the Mid-Willamette Valley Homeless Alliance.

23 Section 2. RATIFICATION OF FORMATION. The Keizer City Council
 24 hereby declares its intent to create an intergovernmental entity to support the Mid-
 25 Willamette Valley Homeless Alliance.

1 Section 3. EFFECTIVE DATE OF INTERGOVERNMENTAL AGREEMENT.

2 The effective date of the intergovernmental agreement to form an ORS 190 Entity to
3 support the Mid-Willamette Valley Homeless Alliance is August 13, 2020.

4 Section 4. PUBLIC PURPOSE FOR WHICH THE INTERGOVERNMENTAL

5 ENTITY IS FORMED. The public purposes for which the intergovernmental entity is
6 formed are as follows:

7 A. To serve as the legal entity to support the Mid-Willamette Valley Homeless
8 Alliance, a Continuum of Care that promotes communitywide commitment to the goal of
9 preventing and ending homelessness; provides funding for efforts by nonprofit providers
10 and state, tribal, and local governments to quickly rehouse homeless individuals, including
11 unaccompanied youth and families, while minimizing the trauma and dislocation caused to
12 homeless individuals, families, and communities by homelessness; promotes access to and
13 effective utilization of mainstream housing and homeless services programs by homeless
14 individuals; optimizes self-sufficiency among individuals and families experiencing
15 homelessness; and encourages cooperation and coordination among the government,
16 nonprofit, and private providers of services to homeless individuals, including children
17 and youth.

18 B. To assure, through cooperation and pooling of common resources,
19 maximum efficiency and economy in governmental operations will provide every citizen
20 with the utmost value for every tax dollar.

1 C. To attain the greatest degree of intergovernmental cooperation possible in
 2 the Mid-Willamette Valley to address the problems experienced by people who are
 3 homeless.

4 Section 5. FUNCTION AND POWERS OF THE ORS 190 ENTITY.

5 A. Function. The ORS 190 Entity's primary function is to serve as the
 6 Collaborative Applicant to the Alliance (either directly or through contract with another
 7 party) and support administration of the Alliance as set forth in 24 CFR Part 578 and
 8 detailed in the Alliance's governance charter.

9 B. Powers. The ORS 190 Entity shall have the power:

10 1. To enter into agreements with the United States of America, State of
 11 Oregon, or any subdivision or agency or any municipal corporation for the purpose of
 12 obtaining financial aid or other participation in attaining the objectives and purposes of the
 13 Alliance.

14 2. To enter into contracts for the provision of goods and services for terms not
 15 to exceed five years to effectuate the functions of the ORS 190 Entity, including the
 16 provisions of financial, purchasing, personnel, legal and other administrative services to
 17 the Alliance. Notwithstanding the foregoing limitation, the ORS 190 Entity may enter into
 18 real property lease agreements for terms not exceeding 20 years.

19 3. To establish an office and sub-offices, as directed by the member
 20 governments.

1 4. To approve an annual budget for the ORS 190 Entity.

2 5. To appoint or contract with staff and assign duties, responsibilities, and
3 authorities.

4 6. To exercise any and all powers and functions authorized by law for an
5 intergovernmental entity, including the powers conferred by ORS 190.080, necessary to
6 effectuate the decisions of the Alliance Board of Directors.

7 Section 6. RATIFICATION; AUTHORIZATION TO SIGN. The said
8 agreement attached hereto is hereby ratified and the City Manager is hereby authorized to
9 sign the same on behalf of the City of Keizer.

10 Section 7. EFFECTIVE DATE. This Ordinance being necessary for the
11 immediate preservation of the public health, safety, and welfare, an emergency is declared
12 to exist and this Ordinance shall take effect immediately upon its passage.

13 PASSED this _____ day of _____, 2020.

14 SIGNED this _____ day of _____, 2020.

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Mayor

City Recorder

**ORS 190 AGREEMENT OF THE
MID-WILLAMETTE VALLEY
HOMELESS ALLIANCE**

This Agreement is made and entered into this 13 day of August 2020 by and between the undersigned governmental bodies.

I. CITATION

Homelessness is a critical issue in the Mid-Willamette Valley region, in Oregon, and across the nation. Children, families, veterans, and chronically homeless individuals experiencing mental illness and addictions comprise a large portion of the region's homeless population. The U.S. Department of Housing and Urban Development created the Continuum of Care program in 1994 as a means for communities across the nation to plan, coordinate, and implement homeless programs and services. The purpose of this Agreement is for the affected governmental units to join together as an ORS 190 Entity to support administration for the Continuum of Care for the region and thereby more effectively address needs and house people experiencing homelessness.

II. AUTHORITY

This agreement is established under the authority of the following Oregon Revised Statutes:

- A. ORS 190.010 which authorizes local governments to form intergovernmental entities which are public bodies of the State of Oregon.
- B. ORS 190.030 which provides that any agency established under the authority of ORS 190.010 is vested with all powers, rights, duties, and functions therefore existing by law in separate agencies, pertaining to functions and activities.
- C. ORS 190.085 which requires that any participant in an intergovernmental agreement creating a separate entity ratify its participation by legislative act of its governing body.
- D. ORS 190.110 which authorizes public corporations, public subdivisions, and state agencies to cooperate.

III. DEFINITIONS

- A. "Agreement" shall mean the ORS 190 Agreement by which this document is titled.
- B. "Alliance" shall mean the Mid-Willamette Valley Homeless Alliance, a Continuum of Care created by its governance charter which is recognized and incorporated herein.
- C. "Alliance Board of Directors" is the governing council of the Mid-Willamette Valley Homeless Alliance Continuum of Care as set out in its governance charter.
- D. "Board" refers to the Board of Directors of the ORS 190 Entity created in Article X of this agreement.
- E. "Member government" or "member" shall mean a government which is a party to this Agreement, or which becomes a member as provided in Article IX.
- F. "Mid-Willamette Valley" shall mean the area within Marion and Polk counties.

IV. NATURE OF AGREEMENT

- A. The parties to this Agreement recognize the need to support the Alliance to carry out the purposes of the U.S. Housing and Urban Development (HUD) Continuum of Care program as described in 24 CFR Part 578.
- B. This Agreement is based on the principle of the sovereign equality of all the member governments.
- C. Nothing in this Agreement shall authorize this ORS 190 entity to intervene in matters which are essentially within the domestic jurisdiction of any member without its consent.
- D. This Agreement shall be within the framework of the laws of the State of Oregon and its subdivisions.
- E. All members, in order to ensure to each of them the rights and benefits resulting from membership, shall endeavor to fulfill in good faith the obligations assumed by them in accordance with this Agreement.

V. ESTABLISHMENT

The Mid-Willamette Valley Homeless Alliance was established on September 24, 2019, by vote of a Development Council created by a 2019 Memorandum of Agreement. The U.S. Department of Housing and Urban Development recognized the Alliance as a Continuum of Care, OR-504 Salem/Marion, Polk Counties CoC, on December 11, 2019. The Alliance operates under its governance charter approved by its board of directors on February 13, 2020, with review and approval by the U.S. Department of Housing and Urban Development. The governance charter may be amended by a two-thirds vote of the Alliance Board of Directors.

VI. PURPOSE

The purposes of this Agreement are:

- A. To serve as the legal entity to support the Alliance, a Continuum of Care that promotes communitywide commitment to the goal of preventing and ending homelessness; provides funding for efforts by nonprofit providers and state, tribal, and local governments to quickly rehouse homeless individuals, including unaccompanied youth and families, while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promotes access to and effective utilization of mainstream housing and homeless services programs by homeless individuals; optimizes self-sufficiency among individuals and families experiencing homelessness; and encourages cooperation and coordination among the government, nonprofit, and private providers of services to homeless individuals, including children and youth.
- B. To assure, through cooperation and pooling of common resources, maximum efficiency and economy in governmental operations will provide every citizen with the utmost value for every tax dollar.
- C. To attain the greatest degree of intergovernmental cooperation possible in the Mid-Willamette Valley to address the problems experienced by people who are homeless.

VII. FUNCTIONS

The ORS 190 Entity's primary function is to serve as the Collaborative Applicant to the Alliance (either directly or through contract with another party) and support administration of the Alliance as set forth in 24 CFR Part 578 and detailed in the Alliance's governance charter.

VIII. POWERS

The ORS 190 Entity shall have the power:

- A. To enter into agreements with the United States of America, State of Oregon, or any subdivision or agency or any municipal corporation for the purpose of obtaining financial aid or other participation in attaining the objectives and purposes of the Alliance.
- B. To enter into contracts for the provision of goods and services for terms not to exceed five years to effectuate the functions of the ORS 190 Entity, including the provisions of financial, purchasing, personnel, legal and other administrative services to the Alliance.
Notwithstanding the foregoing limitation, the ORS 190 Entity may enter into real property lease agreements for terms not exceeding 20 years.
- C. To establish an office and sub-offices, as directed by the member governments.
- D. To approve an annual budget for the ORS 190 Entity.
- E. To appoint or contract with staff and assign duties, responsibilities, and authorities.
- F. To exercise any and all powers and functions authorized by law for an intergovernmental entity, including the powers conferred by ORS 190.080, necessary to effectuate the decisions of the Alliance Board of Directors.

IX. MEMBERSHIP

The membership of the ORS 190 Entity created by this Agreement shall consist of signatories of this Agreement and any incorporated city, special district, or other legally established governmental entity in Marion County or Polk County which may become a member as herein provided. Continued membership in good standing, including the right to vote, shall be conditioned upon being current in payment of member contributions, as set forth in Article XI of this agreement. Membership may be attained by legally established governmental entities governed by officials directly elected by the people by:

- A. Entering into a legally binding action, adopting an ordinance, or other legislative act by the governing body, ratifying its participation in the ORS 190 Entity as provided in ORS 190.085; and
- B. Providing a portion of the finances necessary to defray the expenses of the Alliance as provided in Article XI of this Agreement, which portion shall be established annually by the Alliance Board of Directors prior to the approval of individual government budgets by governing bodies of member governments and governments seeking membership in the ORS 190 Entity.

X. BOARD OF DIRECTORS

- A. Membership. The Board of Directors of the ORS 190 Entity shall consist of an elected public official or senior staff representative of each Member, as designated by the governing body of the Member. Each member of the Board of Directors shall have one vote each on any matter.
- B. Bylaws. The Board shall adopt bylaws to establish rules for the governance of the ORS 190 Entity, meetings of the Board, and ancillary matters, consistent with this Agreement.
- C. Officers. The Board officers shall consist of a President and Vice-President, appointed by the Board. The terms of Board officers shall be one year. Officers may be re-appointed for additional terms. Duties of the Officers shall be as designated in the Bylaws.
- D. Administrator. CoC staff will serve as the ORS 190 Entity Board Administrator. The Board Administrator will publish meeting notices, prepare meeting minutes, maintain ORS 190 Entity records, and perform other duties articulated in the Bylaws.
- E. Meetings. Meetings shall be held in accordance with Oregon public meetings law. A quorum, consisting of 50.01% of Board members, shall be necessary for the Board to transact business. The Board shall meet at least once annually. Special meetings of Board may be called by the Board President, or by a majority of the Board.

XI. EXPENSES

- A. Each government member shall appropriate in its budget and contribute its share of the expenses of the ORS 190 Entity in accordance with the budget approved by the ORS 190 Entity Board, to the extent that revenues are available therefore insofar as each government member is concerned. The ORS 190 Entity may accept grants and contributions from other entities for the benefit of the Alliance.
- B. The ORS 190 Entity member governments, through the Alliance governance charter, have agreed to provide funding for the Alliance to supplement Alliance operations, contingent on the member government's budgetary authority, as approved annually by the Alliance Board of Directors. The ORS 190 Entity's budget shall include each member government's designated contribution, in addition to funds necessary for the operation of the ORS 190 Entity, as approved by the ORS 190 Entity's Board.
- C. The ORS 190 Entity Board shall approve an annual appropriation to be used for Alliance expenses. Additional amounts may be authorized by the ORS 190 Entity Board contingent on availability of funds.

XII. DURATION AND TERMINATION

- A. Entity Term and Dissolution. This Agreement shall continue and remain in full force and this ORS 190 Entity shall not be dissolved unless by a unanimous vote of the members; provided, however, that any such dissolution shall not become effective until such time as any contracts to which the ORS 190 Entity is a party have been fully performed and are no longer in effect. In the event of such dissolution, all assets on hand shall be distributed to the member governments in proportion to their contributions for the purchase of such assets.

- B. **Member Withdrawal.** Any member government may withdraw as a participating member in the ORS 190 Entity under this Agreement at the termination of the fiscal year by notifying the member governments at least six months prior to the end of the fiscal year of its intention to withdraw. In the event of withdrawal of a member government, the ORS 190 Entity shall determine the portion of the ORS 190 Entity's assets, if any, to which the withdrawing government shall be entitled. Any indebtedness incurred by the ORS 190 Entity on behalf of the government which is withdrawing shall remain an obligation of that government provided that such indebtedness received the affirmative vote of the government on behalf of which the indebtedness was incurred at the time the obligation was incurred, and is evidenced by written agreement or memorandum.
- C. **Member Removal.** A member government may be removed for non-payment, and only upon a two-thirds majority vote of the Board. Upon the effective date of removal, the removed member government shall be entitled to any unused portion of its most recent, unused member contribution. The removed member government shall not be entitled to distribution of any other ORS 190 Entity asset unless and until the ORS 190 Entity dissolves as set forth above in section A.

XIII. COMPLIANCE WITH APPLICABLE LAWS

The parties shall comply with all applicable federal, state, and local laws and ordinances applicable to the parties and the work to be done under this Agreement. The parties agree that this Agreement shall be administered and construed under the laws of the State of Oregon. Nothing in this Agreement shall be considered a waiver of tribal sovereign immunity.

XIV. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of federal, state, and local civil rights statutes, rules, and regulations in the performance of this Agreement.

XV. HOLD HARMLESS

The parties agree to indemnify and hold harmless each other for, from and against all claims, costs, expenses (including attorney fees), losses, damages, fines, charges, actions, or other liabilities solely to the extent arising from their own intentional or negligent acts or those of their agents, contractors, or employees and, to the extent applicable, the above indemnification is subject to and shall not exceed the limits of the Oregon Tort Claims Act (ORS 30.260 through 30.300) and the Oregon Constitution. The parties intend to provide reciprocal indemnity obligations. The parties acknowledge that the Oregon Tort Claims Act does not limit the liability of Grand Ronde in the same manner as the other parties. Accordingly, the parties agree Grand Ronde's indemnity shall not exceed the indemnification limits of any other party.

XVI. INSURANCE

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 to 30.300). The parties intend to provide reciprocal liability insurance obligations. The parties acknowledge that the Oregon Tort Claims Act does not apply to Grand Ronde in the same manner as other parties. Accordingly, the parties agree that Grand Ronde shall self-insure in an amount consistent with the liability for claims of any other party.

XVII. MERGER CLAUSE

Parties concur and agree that this Agreement constitutes the entire agreement among the parties. No waiver, consent, modification, or change to the terms of this agreement shall bind any party unless in writing and signed by all parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

XVIII. AMENDMENTS

Amendments to this Agreement may be made only by three-fourths (3/4) of the total member governments' votes in favor of an amendment.

IN WITNESS WHEREOF, the parties to this Agreement have caused these articles to be executed by their authorized officers or representatives as of the day and year first above written.

**ORS 190 AGREEMENT OF THE
MID-WILLAMETTE VALLEY
HOMELESS ALLIANCE**

THE CONFEDERATED TRIBES OF THE GRAND RONDE COMMUNITY OF OREGON

Cheryle A. Kennedy
Tribal Council Chairwoman

Date

**ORS 190 AGREEMENT OF THE
MID-WILLAMETTE VALLEY
HOMELESS ALLIANCE**

CITY OF INDEPENDENCE

Tom Pessemier
City Manager

Date

**ORS 190 AGREEMENT OF THE
MID-WILLAMETTE VALLEY
HOMELESS ALLIANCE**

CITY OF KEIZER

Christopher Eppley
City Manager

Date

Approved as to form:

Keizer City Attorney

**ORS 190 AGREEMENT OF THE
MID-WILLAMETTE VALLEY
HOMELESS ALLIANCE**

CITY OF MONMOUTH

Chad Olsen
Interim City Manager

Date

Approved as to form:

Monmouth City Attorney

**ORS 190 AGREEMENT OF THE
MID-WILLAMETTE VALLEY
HOMELESS ALLIANCE**

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

Date: _____

Chief Administrative Officer

Date

**ORS 190 AGREEMENT OF THE
MID-WILLAMETTE VALLEY
HOMELESS ALLIANCE**

POLK COUNTY BOARD OF COMMISSIONERS

Commissioner

Commissioner

Commissioner

Date: _____

**ORS 190 AGREEMENT OF THE
MID-WILLAMETTE VALLEY
HOMELESS ALLIANCE**

SALEM-KEIZER PUBLIC SCHOOLS

Marty Heyen, Chairperson, Board of Directors
Salem-Keizer Public Schools

Date

**ORS 190 AGREEMENT OF THE
MID-WILLAMETTE VALLEY
HOMELESS ALLIANCE**

CITY OF SALEM

Steve Powers
City Manager

Date

CITY COUNCIL MEETING: July 6, 2020**AGENDA ITEM NUMBER:_____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: ORDINANCE REGULATING PARKING AND ESTABLISHING
ENFORCEMENT PROCEDURES; RESOLUTION ADOPTING
ADMINISTRATIVE FEE FOR PARKING VIOLATION
IMPOUNDS**

Staff requested some minor revisions to the Parking Ordinance. First, there is no clear “no parking” prohibition for access easements though there is a reference in the Development Code.

Second, staff has also recommended that the maximum allowable time for parking be consistent throughout the Ordinance for all vehicles (72 hours). This would change the allowable time for trailers and recreational vehicles from the current 48 hours.

Finally, staff also recommends changing the time limit for recreational vehicle on-street permit parking. The current limit allows up to twenty days, though staff practice has been to give ten-day permits. Staff recommends limiting the permits to ten days. There still would be a limit of three permits per year and only one permit in any 90-day period.

We have drafted an Ordinance incorporating the provisions requested. A red-lined and clean copy of the draft ordinance is attached for your consideration.

The proposed Ordinance allows Council to adopt administrative fees by Resolution. At this time, the administrative fee for parking violation impounds is \$75. The administrative fee for impounding vehicles driven by persons under the influence of intoxicants and for vehicles that are uninsured or driven by unlicensed drivers are being reduced to \$60.00 and it is recommended that the parking violation impound be consistent with the other impound fees. I have attached a proposed Resolution setting the administrative fee for parking violation impounds at \$60.00.

State law requires that all fees be adopted by the City Council and that public comment be accepted. There is no requirement for a formal public hearing, but the Mayor should ask if any party wants to provide comment.

RECOMMENDATION:

Allow for public comment and unless there are objections or questions, adopt the attached Ordinance and Resolution.

Please contact me if you have any questions in this regard. Thank you.

ESJ/tmh

A BILL

ORDINANCE NO.

20~~2017~~-_____

FOR

AN ORDINANCE

REGULATING PARKING AND ESTABLISHING**ENFORCEMENT PROCEDURES; REPEALING ORDINANCES**~~2017-774~~2005-535, 2014-708 and 2017-769

The City of Keizer ordains as follows:

SECTION 1. DEFINITIONS. The definitions set forth in Oregon Revised Statutes 801.100 through 801.375 and 801.385 through 801.610 and the definitions herein shall apply to this Ordinance except where the context requires otherwise.

(a) Bus: A "bus" means a vehicle that is designed to carry 16 or more passengers, including the driver.

(b) Highway: A "highway" means every public way, road, street, thoroughfare and place as defined by ORS 801.305(1) and (2), as well as public property, and all private streets, alleys and access easements within the city limits of the City of Keizer.

(c) Motor Truck: A "motor truck" means a vehicle defined by ORS 801.355 that has a gross vehicle weight rating of more than 12,000 pounds.

(d) Motor Vehicle: A "motor vehicle" means a vehicle defined by ORS 801.360.

(e) Park: "Park" means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers.

(f) Recreational Vehicle: A "Recreational Vehicle" means a vehicle defined by ORS 801.409.

(g) Traffic Control Device: A "Traffic Control Device" is a traffic control device defined by ORS 801.540, including any parking control device placed or required by the city.

(h) Truck Trailer: A "truck trailer" means a vehicle defined by ORS 801.580.

(i) Vehicle: A "vehicle" means a vehicle defined by ORS 801.590.

SECTION 2. AREAS PROHIBITED TO ALL PARKING.

(a) It shall be unlawful for any person to park, stop or stand:

1) At any place prohibited by ORS 811.550 or in any manner prohibited by ORS 811.570;

2) On any highway of this city, or upon premises open to the public marked by a sign indicating "Fire Lane" or adjacent to a curb or on a roadway painted red with a marking of "Fire Lane" placed under the authority of the city or appropriate fire authority;

3) On any highway of this city adjacent to a curb painted yellow, or in violation of signage or traffic control device placed under the authority of the City of Keizer;

1 4) On any highway of this city for the principle purpose of displaying
 2 a vehicle or combination of vehicles for sale; or repairing or servicing a
 3 vehicle, combination of vehicles, except repairs necessitated by an
 4 emergency; or displaying advertising from the vehicle or combination of
 5 vehicles;

6 5) At any place in such a manner that interferes with any public
 7 improvement project;

8 6) At any place in such a manner that interferes with or blocks the
 9 delivery of mail from the United States Postal Service;

10 7) On any highway between the curb line or edge of the roadway
 11 and the sidewalk line which has not been specifically dedicated,
 12 designated or improved for parking.

13 8) On any access easement created by or in connection with any
 14 land use decision issued by the City or Marion County, unless parking is
 15 specifically allowed in the decision.

16 (b) Nothing in this Ssection prohibits stops that are made in response to
 17 traffic control devices, emergencies related to the operation of a vehicle during
 18 the actual period of such emergency, or temporary stops for the expeditious
 19 loading or unloading of persons or property. The exemptions from prohibitions
 20 on stopping, standing and parking set forth in ORS 811.560 shall apply to
 21 Ssection 2 of this Ordinance.

1 SECTION 3. DESIGNATION OF NO PARKING ZONES. The Director of Public
 2 Works is delegated the authority to designate, by written order, areas within 50 feet of
 3 an intersection that are prohibited to all parking due to traffic hazards including, but not
 4 limited to, restricted vision clearance, pedestrian movements, turning movements, and
 5 street ingress and egress volumes. The City Council shall designate, by written order,
 6 other areas prohibited to all parking or where parking is otherwise limited.

7 SECTION 4. PROHIBITED PARKING OF MOTOR TRUCKS, TRUCK TRAILERS
 8 AND BUSES. It shall be unlawful for any person to park a motor truck, truck trailer or
 9 bus as defined herein on any highway of this city. However, this Section shall not
 10 prohibit the temporary parking of such vehicles for the actual loading or unloading of
 11 goods, passengers or services, provided that "loading" or "unloading" as used in this
 12 Section shall be limited to the actual time spent in such operation.

13 SECTION 5. PROHIBITED PARKING OF ANY VEHICLES IN EXCESS OF
 14 SEVENTY- TWO HOURS.

15 (a) Except as provided in Section 78, it shall be unlawful for any person to
 16 park any vehicle for any period of time in excess of seventy-two consecutive
 17 hours on any highway of the city.

18 (b) For the purposes of this Ordinance, a vehicle is no longer considered
 19 "parked" if the vehicle is removed from a location. It is no defense to a
 20 prosecution of a violation under this Ordinance if the vehicle is simply moved for
 21 the purpose of repositioning.

1 ~~SECTION 6. PROHIBITED PARKING OF VEHICLES NOT DESIGNED FOR~~
 2 ~~SELF-PROPULSION IN EXCESS OF SEVENTY-TWOFORTY-EIGHT HOURS. It shall~~
 3 ~~be unlawful for any person to park any vehicle which is not designed for self-propulsion~~
 4 ~~and which is not attached to a motor vehicle in excess of seventy-twoforty-eight~~
 5 ~~consecutive hours on any highway of this city.~~

6 SECTION 67. PROHIBITED PARKING OF INOPERABLE, UNINSURED OR
 7 UNREGISTERED VEHICLES. It shall be unlawful for any person to park any motor
 8 vehicle which is inoperable or uninsured, or is in violation of ORS 803.230, 803.300,
 9 803.315, 803.325, 803.455, 803.540, 803.545, 803.550, 803.560, 803.635 or 803.655
 10 on any highway within the city limits of the City of Keizer.

11 SECTION 78. EXCEPTION FOR RECREATIONAL VEHICLES; PERMIT
 12 REQUIRED.

13 (a) A person may park a recreational vehicle in excess of seventy-two
 14 consecutive hours, if a permit described in this Ssection is granted ~~prior to a~~
 15 ~~violation of this ordinance.~~ In no cases shall a permit be granted for the parking
 16 of a recreational vehicle in excess of tentwenty (120) days in any 90-day period.
 17 Three permits shall be the maximum granted in any 12-month period.

18 (b) The City Manager or designee may establish additional written criteria
 19 for issuing parking permits described in this Ssection. The City Manager shall
 20 designate the department and/or position that shall be responsible for the
 21 issuance of such permits.

1 SECTION ~~89~~. OBSTRUCTING ENFORCEMENT. It shall be unlawful for any
2 person to:

3 (a) Cover, erase, alter or otherwise render indistinguishable any mark
4 placed on the tires of a vehicle by any person having enforcement responsibility
5 as provided in ~~Section 112~~. Subsection (a) of this ~~Section~~ does not apply to a
6 vehicle that is no longer parked in violation of this ~~Ordinance~~.

7 (b) Knowingly and willfully give any false, untrue, or misleading information
8 to such a person who is acting in the discharge or apparent discharge of the
9 officer's duty with the intent to hinder, delay, mislead or impede an alleged
10 violation of this ~~Ordinance~~ or with the intent to obstruct justice.

11 (c) Discard, mutilate, or destroy any parking citation which charges a
12 violation of this ~~Ordinance~~ if such charge has not yet been finally resolved by
13 payment of fine or final Court action.

14 SECTION ~~910~~. DAMAGING TRAFFIC CONTROL DEVICES. It shall be unlawful
15 for any person to intentionally destroy, damage, deface, alter, tamper with or in any way
16 impair the usefulness of any parking or traffic control device required, placed, installed
17 or maintained by the City of Keizer.

18 SECTION ~~101~~. UNAUTHORIZED TRAFFIC CONTROL DEVICES. It shall be
19 unlawful for any person to place, erect, paint, inscribe or otherwise establish any traffic
20 control device which purports to guide, direct, warn or regulate traffic except those such
21 traffic control devices that are authorized by the City of Keizer or the laws of the State of
22 Oregon.

SECTION ~~11~~¹². ENFORCEMENT RESPONSIBILITY. The Code Compliance Officer, the Chief of Police and every person authorized by the Chief of Police shall have the responsibility for enforcement of the provisions of this Ordinance. In addition to issuance of citations, such person authorized shall have the following authority:

(a) When an authorized person finds a vehicle parked, stopped or standing upon a highway as described in Section 1(~~b~~^f), in violation of this Ordinance, the authorized person may move the vehicle, cause it to be moved, require the driver or person in charge of the vehicle to move it or take custody of it.

(b) Where the city takes custody of a vehicle under this Ordinance and where state statutes do not apply to the custody and disposition of the vehicle, then the provisions of ORS 819.120(2), (4), (5) and (6) are adopted and shall apply to the disposition of the vehicle. Notice that the vehicle has been impounded under this Ordinance shall be given to the same parties, in the same manner and within the same time limits as provided in ORS 819.180 for notice after removal of a vehicle.

(c) In addition to the towing and storage charges provided for in subparagraph (b) of this Section, administrative fees may be adopted by Council Resolution. Such fees shall be paid to the city before the vehicle is reclaimed or the balance of the proceeds from the sale or disposition of the vehicle is claimed.

(d) The vehicle impounded under this Ordinance shall be returned to the owner of the vehicle or the owner's authorized agent only upon payment of the administrative fee and the expenses incurred in the towing and storage of the vehicle

under this Ordinance. The owner may request claim a refund of these charges under sSection 156 of this Ordinance.

SECTION 123. METHOD OF CHARGING PARKING VIOLATIONS. Whenever an authorized person described in Section 112 has probable cause to believe that a vehicle is parked in violation of any of the provisions of this Ordinance, the authorized person may issue a citation in conformance with ORS 221.333 and file a copy duplicate original thereof with the Municipal Court Clerk or such other appropriate Court Clerk as the Council may designate from time to time.

SECTION 134. RESPONSIBILITY FOR VIOLATIONS.

(a) The owner of a vehicle parked in violation of this Ordinance shall be responsible for the offense, except where the use of the vehicle was secured by the operator without the owner's consent.

(b) In a prosecution involving a vehicle owner charged with a violation of this Ordinance, proof that the vehicle was registered to or owned by the defendant shall raise a disputable presumption that the defendant was the owner in fact.

SECTION 145. VIOLATIONS. Violation of this Ordinance is an infraction punishable by the following fine, except violation of Sections 8, 9, and 10 ~~and 11~~ is an infraction punishable by a fine of \$500:

- (a) Minimum Fine: \$20
- (b) Presumptive Fine: \$35
- (c) Maximum Fine: \$500

1 SECTION 156. IMPOUND HEARING PROCEDURES; OWNER LIABILITY.

2 (a) The person in possession of the motor vehicle at the time it is
3 towed and impounded or the owner of the vehicle impounded under this
4 Ordinance may request a hearing to contest either the validity of the
5 impoundment or the liability for the administrative fee and the expenses incurred
6 in the towing and storage of the vehicle, or both. A written request must be made
7 not more than~~within~~ five (5) calendar days of the receipt of notice from the
8 impounding agency~~impoundment~~. The request shall be made to a person
9 designated by the impounding ~~police~~ agency to receive such requests.

10 (b) When a timely request for a hearing is made, a hearing shall be set
11 before the Keizer Municipal Court within 72 hours of receipt of the request~~for four~~
12 calendar days after the request is received, excluding Saturdays, Sundays and
13 holidays, but may be postponed at the request of the person asking for the
14 hearing.

15 (c) The impounding ~~police~~ agency shall have the burden of proving by
16 a preponderance of the evidence that there were reasonable grounds to believe
17 that the vehicle was in violation of this Ordinance. The officer or authorized
18 person who ordered the vehicle impounded may submit an affidavit to the Keizer
19 Municipal Judge in lieu of making a personal appearance at the hearing. If the
20 Keizer Municipal Judge finds that the impoundment of the vehicle was proper,
21 the Keizer Municipal Judge shall enter an order supporting the removal and shall
22 find that the person in possession of the motor vehicle at the time it is towed and

1 impounded or the owner of the vehicle impounded is liable for usual and
 2 customary towing, ~~and~~ storage, and administrative costs.

3 (d) The Keizer Municipal Court shall order that the owner of a motor
 4 vehicle impounded under this Ordinance is not liable for payment of the
 5 administrative fee and the expenses incurred in the towing and storage of the
 6 vehicle under Ssection 112(d) of this Ordinance unless the court is satisfied by
 7 a preponderance of the evidence that the owner knew or had good reason to
 8 know that the motor vehicle operator was in violation of this Ordinance.

9 (e) If the Keizer Municipal Judge finds that impoundment of the vehicle
 10 was improper, the Keizer Municipal Judge shall order the vehicle released to the
 11 person entitled to possession and shall enter a finding that the operator or owner
 12 of the vehicle is not liable for any towing or storage costs resulting from the
 13 impoundment. If there is a lien on the vehicle for towing and storage costs, the
 14 Keizer Municipal Judge shall order it paid by the impounding ~~police~~ agency.

15 (f) The City of Keizer may contract with another agency or entity to
 16 conduct hearings under this Ssection.

17 SECTION 167. SECURITY INTEREST HOLDER RIGHTS.

18 (a) The authority to impound any vehicle under this Ordinance is
 19 subject to the rights of a security interest holder under a security agreement
 20 executed before the vehicle was impounded under this Ordinance. A vehicle
 21 shall be released for the purpose of satisfying a security interest if:

22 (i) Request in writing is made to the Keizer Municipal Court;

(ii) If the vehicle has been impounded, the security interest holder pays the administrative fee and the expenses in removal and storage of the vehicle; and

(iii) If the registration of the vehicle has been suspended under ORS 809.010, the security interest holder takes possession of the vehicle subject to the suspension of the registration remaining in effect against the registered owner.

(b) A security interest holder's obligation to pay and right to recover removal and storage expenses under this subsection are limited to the recovery of those removal and storage expenses incurred during the initial 20-day period when the vehicle was in public storage, unless the authority taking the vehicle into custody under this subsection has transmitted by certified mail a written notice to the holder concerning the accrual of storage expenses. If the vehicle is in private storage, the lien claimant shall transmit the written notice.

SECTION ~~178~~. REPEAL. Ordinance numbers ~~2017-77405-535~~ (Regulating Parking and Establishing Enforcement Procedures; ~~Repealing Ordinance 98-388~~), ~~2014-708 (Amending Ordinance Regulating Parking and Establishing Enforcement Procedures; Amending Ordinance No. 2005-535) and 2017-769 (Amending Ordinance Regulating Parking and Establishing Enforcement Procedures; Amending Ordinance No. 2005-535 and Ordinance No. 2014-708)~~ isare repealed in its entirety, but such Ordinance shall remain in force for the purpose of enforcing any violation under such Ordinance that existed prior to the date of this Ordinance.

SECTION ~~189~~. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of the Ordinance is for any reason held invalid or unconstitutional by any court or board of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

SECTION ~~1920~~. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days after its passage.

PASSED this _____ day of _____, 20~~2017~~.

SIGNED this _____ day of _____, 20~~2017~~.

Mayor

City Recorder

A BILL

ORDINANCE NO.

2020-_____

FOR

AN ORDINANCE

REGULATING PARKING AND ESTABLISHING

ENFORCEMENT PROCEDURES; REPEALING ORDINANCE 2017-774

The City of Keizer ordains as follows:

SECTION 1. DEFINITIONS. The definitions set forth in Oregon Revised Statutes 801.100 through 801.375 and 801.385 through 801.610 and the definitions herein shall apply to this Ordinance except where the context requires otherwise.

(a) Bus: A "bus" means a vehicle that is designed to carry 16 or more passengers, including the driver.

(b) Highway: A "highway" means every public way, road, street, thoroughfare and place as defined by ORS 801.305(1) and (2), as well as public property, and all private streets, alleys and access easements within the city limits of the City of Keizer.

(c) Motor Truck: A "motor truck" means a vehicle defined by ORS 801.355 that has a gross vehicle weight rating of more than 12,000 pounds.

(d) Motor Vehicle: A "motor vehicle" means a vehicle defined by ORS 801.360.

(e) Park: "Park" means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers.

1 (f) Recreational Vehicle: A "Recreational Vehicle" means a vehicle defined
2 by ORS 801.409.

3 (g) Traffic Control Device: A "Traffic Control Device" is a traffic control
4 device defined by ORS 801.540, including any parking control device placed or
5 required by the city.

6 (h) Truck Trailer: A "truck trailer" means a vehicle defined by ORS
7 801.580.

8 (i) Vehicle: A "vehicle" means a vehicle defined by ORS 801.590.

9 SECTION 2. AREAS PROHIBITED TO ALL PARKING.

10 (a) It shall be unlawful for any person to park, stop or stand:

11 1) At any place prohibited by ORS 811.550 or in any manner
12 prohibited by ORS 811.570;

13 2) On any highway of this city, or upon premises open to the public
14 marked by a sign indicating "Fire Lane" or adjacent to a curb or on a
15 roadway painted red with a marking of "Fire Lane" placed under the
16 authority of the city or appropriate fire authority;

17 3) On any highway of this city adjacent to a curb painted yellow, or
18 in violation of signage or traffic control device placed under the authority of
19 the City of Keizer;

20 4) On any highway of this city for the principle purpose of displaying
21 a vehicle or combination of vehicles for sale; or repairing or servicing a
22 vehicle, combination of vehicles, except repairs necessitated by an

1 emergency; or displaying advertising from the vehicle or combination of
2 vehicles;

3 5) At any place in such a manner that interferes with any public
4 improvement project;

5 6) At any place in such a manner that interferes with or blocks the
6 delivery of mail from the United States Postal Service;

7 7) On any highway between the curb line or edge of the roadway
8 and the sidewalk line which has not been specifically dedicated,
9 designated or improved for parking.

10 8) On any access easement created by or in connection with any
11 land use decision issued by the City or Marion County, unless parking is
12 specifically allowed in the decision.

13 (b) Nothing in this Section prohibits stops that are made in response to
14 traffic control devices, emergencies related to the operation of a vehicle during
15 the actual period of such emergency, or temporary stops for the expeditious
16 loading or unloading of persons or property. The exemptions from prohibitions
17 on stopping, standing and parking set forth in ORS 811.560 shall apply to
18 Section 2 of this Ordinance.

19 SECTION 3. DESIGNATION OF NO PARKING ZONES. The Director of Public
20 Works is delegated the authority to designate, by written order, areas within 50 feet of
21 an intersection that are prohibited to all parking due to traffic hazards including, but not
22 limited to, restricted vision clearance, pedestrian movements, turning movements, and

street ingress and egress volumes. The City Council shall designate, by written order, other areas prohibited to all parking or where parking is otherwise limited.

SECTION 4. PROHIBITED PARKING OF MOTOR TRUCKS, TRUCK TRAILERS AND BUSES. It shall be unlawful for any person to park a motor truck, truck trailer or bus as defined herein on any highway of this city. However, this Section shall not prohibit the temporary parking of such vehicles for the actual loading or unloading of goods, passengers or services, provided that "loading" or "unloading" as used in this Section shall be limited to the actual time spent in such operation.

SECTION 5. PROHIBITED PARKING OF ANY VEHICLES IN EXCESS OF SEVENTY- TWO HOURS.

(a) Except as provided in Section 7, it shall be unlawful for any person to park any vehicle for any period of time in excess of seventy-two consecutive hours on any highway of the city.

(b) For the purposes of this Ordinance, a vehicle is no longer considered "parked" if the vehicle is removed from a location. It is no defense to a prosecution of a violation under this Ordinance if the vehicle is simply moved for the purpose of repositioning.

SECTION 6. PROHIBITED PARKING OF INOPERABLE, UNINSURED OR UNREGISTERED VEHICLES. It shall be unlawful for any person to park any motor vehicle which is inoperable or uninsured, or is in violation of ORS 803.230, 803.300, 803.315, 803.325, 803.455, 803.540, 803.545, 803.550, 803.560, 803.635 or 803.655 on any highway within the city limits of the City of Keizer.

1 SECTION 7. EXCEPTION FOR RECREATIONAL VEHICLES; PERMIT
 2 REQUIRED.

3 (a) A person may park a recreational vehicle in excess of seventy-two
 4 consecutive hours, if a permit described in this Section is granted. In no cases
 5 shall a permit be granted for the parking of a recreational vehicle in excess of ten
 6 (10) days in any 90-day period. Three permits shall be the maximum granted in
 7 any 12-month period.

8 (b) The City Manager or designee may establish additional written criteria
 9 for issuing parking permits described in this Section. The City Manager shall
 10 designate the department and/or position that shall be responsible for the
 11 issuance of such permits.

12 SECTION 8. OBSTRUCTING ENFORCEMENT. It shall be unlawful for any
 13 person to:

14 (a) Cover, erase, alter or otherwise render indistinguishable any mark
 15 placed on the tires of a vehicle by any person having enforcement responsibility
 16 as provided in Section 11. Subsection (a) of this Section does not apply to a
 17 vehicle that is no longer parked in violation of this Ordinance.

18 (b) Knowingly and willfully give any false, untrue, or misleading information
 19 to such a person who is acting in the discharge or apparent discharge of the
 20 officer's duty with the intent to hinder, delay, mislead or impede an alleged
 21 violation of this Ordinance or with the intent to obstruct justice.

(c) Discard, mutilate, or destroy any parking citation which charges a violation of this Ordinance if such charge has not yet been finally resolved by payment of fine or final Court action.

SECTION 9. DAMAGING TRAFFIC CONTROL DEVICES. It shall be unlawful for any person to intentionally destroy, damage, deface, alter, tamper with or in any way impair the usefulness of any parking or traffic control device required, placed, installed or maintained by the City of Keizer.

SECTION 10. UNAUTHORIZED TRAFFIC CONTROL DEVICES. It shall be unlawful for any person to place, erect, paint, inscribe or otherwise establish any traffic control device which purports to guide, direct, warn or regulate traffic except those such traffic control devices that are authorized by the City of Keizer or the laws of the State of Oregon.

SECTION 11. ENFORCEMENT RESPONSIBILITY. The Code Compliance Officer, the Chief of Police and every person authorized by the Chief of Police shall have the responsibility for enforcement of the provisions of this Ordinance. In addition to issuance of citations, such person authorized shall have the following authority:

(a) When an authorized person finds a vehicle parked, stopped or standing upon a highway as described in Section 1(b), in violation of this Ordinance, the authorized person may move the vehicle, cause it to be moved, require the driver or person in charge of the vehicle to move it or take custody of it.

(b) Where the city takes custody of a vehicle under this Ordinance and where state statutes do not apply to the custody and disposition of the vehicle, then the

1 provisions of ORS 819.120(2), (4), (5) and (6) are adopted and shall apply to the
2 disposition of the vehicle. Notice that the vehicle has been impounded under this
3 Ordinance shall be given to the same parties, in the same manner and within the same
4 time limits as provided in ORS 819.180 for notice after removal of a vehicle.

5 (c) In addition to the towing and storage charges provided for in sub-
6 paragraph (b) of this Section, administrative fees may be adopted by Council
7 Resolution. Such fees shall be paid to the city before the vehicle is reclaimed or the
8 balance of the proceeds from the sale or disposition of the vehicle is claimed.

9 (d) The vehicle impounded under this Ordinance shall be returned to the
10 owner of the vehicle or the owner's authorized agent only upon payment of the
11 administrative fee and the expenses incurred in the towing and storage of the vehicle
12 under this Ordinance. The owner may request a refund of these charges under Section
13 15 of this Ordinance.

14 SECTION 12. METHOD OF CHARGING PARKING VIOLATIONS. Whenever an
15 authorized person described in Section 11 has probable cause to believe that a vehicle
16 is parked in violation of any of the provisions of this Ordinance, the authorized person
17 may issue a citation in conformance with ORS 221.333 and file a copy thereof with the
18 Municipal Court Clerk or such other appropriate Court Clerk as the Council may
19 designate from time to time.

1 SECTION 13. RESPONSIBILITY FOR VIOLATIONS.

2 (a) The owner of a vehicle parked in violation of this Ordinance shall be
3 responsible for the offense, except where the use of the vehicle was secured by
4 the operator without the owner's consent.

5 (b) In a prosecution involving a vehicle owner charged with a violation of
6 this Ordinance, proof that the vehicle was registered to or owned by the
7 defendant shall raise a disputable presumption that the defendant was the owner
8 in fact.

9 SECTION 14. VIOLATIONS. Violation of this Ordinance is an infraction
10 punishable by the following fine, except violation of Sections 8, 9, and 10 is an infraction
11 punishable by a fine of \$500:

12 (a) Minimum Fine: \$20

13 (b) Presumptive Fine: \$35

14 (c) Maximum Fine: \$500

15 SECTION 15. IMPOUND HEARING PROCEDURES; OWNER LIABILITY.

16 (a) The person in possession of the motor vehicle at the time it is
17 towed and impounded or the owner of the vehicle impounded under this
18 Ordinance may request a hearing to contest either the validity of the
19 impoundment or the liability for the administrative fee and the expenses incurred
20 in the towing and storage of the vehicle, or both. A written request must be made
21 not more than five (5) calendar days of the receipt of notice from the impounding

1 agency. The request shall be made to a person designated by the impounding
2 agency to receive such requests.

3 (b) When a timely request for a hearing is made, a hearing shall be set
4 before the Keizer Municipal Court within 72 hours of receipt of the request,
5 excluding Saturdays, Sundays and holidays, but may be postponed at the
6 request of the person asking for the hearing.

7 (c) The impounding agency shall have the burden of proving by a
8 preponderance of the evidence that there were reasonable grounds to believe
9 that the vehicle was in violation of this Ordinance. The officer or authorized
10 person who ordered the vehicle impounded may submit an affidavit to the Keizer
11 Municipal Judge in lieu of making a personal appearance at the hearing. If the
12 Keizer Municipal Judge finds that the impoundment of the vehicle was proper,
13 the Keizer Municipal Judge shall enter an order supporting the removal and shall
14 find that the person in possession of the motor vehicle at the time it is towed and
15 impounded or the owner of the vehicle impounded is liable for usual and
16 customary towing, storage, and administrative costs.

17 (d) The Keizer Municipal Court shall order that the owner of a motor
18 vehicle impounded under this Ordinance is not liable for payment of the
19 administrative fee and the expenses incurred in the towing and storage of the
20 vehicle under Section 11(d) of this Ordinance unless the court is satisfied by a
21 preponderance of the evidence that the owner knew or had good reason to know
22 that the motor vehicle operator was in violation of this Ordinance.

(e) If the Keizer Municipal Judge finds that impoundment of the vehicle was improper, the Keizer Municipal Judge shall order the vehicle released to the person entitled to possession and shall enter a finding that the operator or owner of the vehicle is not liable for any towing or storage costs resulting from the impoundment. If there is a lien on the vehicle for towing and storage costs, the Keizer Municipal Judge shall order it paid by the impounding agency.

(f) The City of Keizer may contract with another agency or entity to conduct hearings under this Section.

SECTION 16. SECURITY INTEREST HOLDER RIGHTS.

(a) The authority to impound any vehicle under this Ordinance is subject to the rights of a security interest holder under a security agreement executed before the vehicle was impounded under this Ordinance. A vehicle shall be released for the purpose of satisfying a security interest if:

(i) Request in writing is made to the Keizer Municipal Court;

(ii) If the vehicle has been impounded, the security interest holder pays the administrative fee and the expenses in removal and storage of the vehicle; and

(iii) If the registration of the vehicle has been suspended under ORS 809.010, the security interest holder takes possession of the vehicle subject to the suspension of the registration remaining in effect against the registered owner.

(b) A security interest holder's obligation to pay and right to recover removal and storage expenses under this subsection are limited to the recovery of those removal and storage expenses incurred during the initial 20-day period when the vehicle was in public storage, unless the authority taking the vehicle into custody under this subsection has transmitted by certified mail a written notice to the holder concerning the accrual of storage expenses. If the vehicle is in private storage, the lien claimant shall transmit the written notice.

SECTION 17. REPEAL. Ordinance number 2017-774 (Regulating Parking and Establishing Enforcement Procedures) is repealed in its entirety, but such Ordinance shall remain in force for the purpose of enforcing any violation under such Ordinance that existed prior to the date of this Ordinance.

SECTION 18. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of the Ordinance is for any reason held invalid or unconstitutional by any court or board of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

SECTION 19. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days after its passage.

PASSED this _____ day of _____, 2020.
SIGNED this _____ day of _____, 2020.

Mayor

City Recorder

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2020-____4
5
6 ESTABLISHING ADMINISTRATIVE FEE RELATING TO
7 PARKING VIOLATION IMPOUNDS; **REPEAL OF**
8 **RESOLUTION R2017-2783**
910
11 WHEREAS, the Keizer City Council adopted an Ordinance Regulating Parking
12 and Establishing Enforcement Procedures that allows vehicles to be impounded for
13 parking violations;14 WHEREAS, such Ordinance provides that certain persons are responsible for
15 expenses incurred in the towing and storage of certain vehicles;16 WHEREAS, such Ordinance allows Council to set an administrative fee by
17 Resolution;18 WHEREAS, the City Council established an administrative fee by Resolution
19 R2017-2783 on June 19, 2017;20 WHEREAS, the City Council of the City of Keizer wishes to amend the
21 administrative fee relating to violation impounds to help cover the cost of impounding
22 vehicles for parking violations;23 WHEREAS, the City Council requested public input regarding the proposed fee
24 on July 6, 2020;

25 NOW, THEREFORE,

1 BE IT RESOLVED by the City Council of the City of Keizer that an
2 administrative fee of \$60.00 is adopted. Such administrative fee is to be paid to the City,
3 whether or not the motor vehicle is returned to the owner, unless otherwise ordered by
4 the Municipal Court following a hearing.

5 BE IT FURTHER RESOLVED by the City Council of the City of Keizer, that the
6 fee identified herein shall automatically be adjusted every three years using the Portland
7 Consumer Price Index for Wage Earners beginning July 1, 2021.

8 BE IT FURTHER RESOLVED that the automatic adjustments be rounded
9 pursuant to the following methodology:

- 10 1. Fees that are one dollar or less shall be rounded to the nearest cent.
- 11 2. Fees that are over one dollar and up to ten dollars shall be rounded to the
12 nearest five cent increment.
- 13 3. Fees over ten dollars and up to one hundred dollars shall be rounded to the
14 nearest whole dollar.
- 15 4. Fees over one hundred dollars shall be rounded to the nearest five dollar
16 increment.
- 17 5. When an indexed fee is half way or more between the lower increment and the
18 higher increment, the fee will be increased to the next increment.
- 19 6. When an indexed fee is less than half way between the lower increment and
20 the higher increment, the fee will be set to the lower increment.

1 BE IT FURTHER RESOLVED that Resolution R2017-2783 (Establishing
 2 Administrative Fee Relating to Parking Violation Impounds) is hereby repealed in its
 3 entirety.

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

6 PASSED this _____ day of _____, 2020.

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8 SIGNED this _____ day of _____, 2020.

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 Mayor

 City Recorder

CITY COUNCIL MEETING: July 6, 2020**AGENDA ITEM NUMBER:_____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: IMPOUND ORDINANCES AND PROPOSED IMPOUND FEES

The Impound Ordinances for vehicles driven by persons under the influence of intoxicants and for vehicles that are uninsured or driven by unlicensed drivers have not been revised for many years, except for the administrative fee amount. I reviewed the state statute on this matter and it appears that local ordinances are not necessary. I believe it is better to rely on the state statute and would recommend repealing the old ordinances. I have prepared an ordinance to repeal the old ordinances and it is attached.

I have also attached a proposed resolution to set the administrative fee for vehicles impounded at \$60.00. This amount is reduced from the current \$75.00. The suggested fee of \$60.00 is to bring the fee in alignment with actual costs incurred.

State law requires that all fees be adopted by the City Council and that public comment be accepted. There is no requirements for a formal public hearing, but the Mayor should ask if any party wants to provide comment.

RECOMMENDATION:

Allow for public comment and unless there are objections or questions, adopted the attached repealing Ordinance and the administrative fee Resolution.

Please contact me if you have any questions in this regard. Thank you.

ESJ/tmh

2020-_____

FOR

AN ORDINANCE

REPEALING ORDINANCE NO. 94-309, ORDINANCE NO. 94-310, ORDINANCE NO. 95-322, ORDINANCE NO. 2014-695, AND ORDINANCE NO. 2014-696; DECLARING AN EMERGENCY

WHEREAS, the City Council adopted regulations regarding impoundment of vehicles upon conviction of driving under the influence of intoxicants, driving while suspended, and driving while license revoked by vehicles for hire by Ordinance 94-309 on November 21, 1994;

WHEREAS, the City Council adopted regulations regarding declaring uninsured vehicles and vehicles operated by drivers without driving privileges or whose licenses are suspended or revoked to be nuisances and allowing for the vehicles to be impounded by Ordinance No. 94-310 on November 21, 1994;

WHEREAS, the City Council adopted regulations regarding declaring vehicles operated by persons under the influence of intoxicants to be nuisances and allowing for vehicles to be impounded by Ordinance No. 95-322 on April 3, 1995;

WHEREAS, the City Council amended the administrative fees relating to the impoundment of vehicles by Ordinance No. 2014-695 and Ordinance No. 2014-696 on July 21, 2014;

1 WHEREAS, Council has determined that Ordinance No. 94-309, Ordinance No.
2 94-310, Ordinance No. 95-322, Ordinance No. 2014-695, and Ordinance No. 2014-696
3 should be repealed;

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

5 Section 1. FINDINGS. The City Council hereby finds that the City should rely
6 on state statute for impoundment of vehicles.

7 Section 2. REPEAL OF ORDINANCE NO. 94-309. Ordinance No. 94-309
8 (Authorizing Impoundment of Vehicles Upon Conviction of Driving Under the Influence
9 of Intoxicants, Driving While Suspended, and Driving While License Revoked) is
10 hereby repealed in its entirety.

11 Section 3. REPEAL OF ORDINANCE NO. 94-310. Ordinance No. 94-310
12 (Declaring Uninsured Vehicles and Vehicles Operated by Drivers Without Driving
13 Privileges or Whose Licenses are Suspended or Revoked to be Nuisances and Allowing
14 for the Vehicles to be Impounded) is hereby repealed in its entirety.

15 Section 4. REPEAL OF ORDINANCE NO. 95-322. Ordinance No. 95-322
16 (Declaring Vehicles Operated by Persons Under the Influence of Intoxicants to be
17 Nuisances and Allowing for Vehicles to be Impounded) is hereby repealed in its entirety.

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1 Section 5. REPEAL OF ORDINANCE NO. 2014-695. Ordinance No. 2014-695
 2 (Decreasing the Administrative Fee for Vehicles That are Uninsured or Driven by
 3 Drivers Without Driving Privileges; Amending Ordinance No. 94-310; Repealing
 4 Ordinance No. 2006-539) is hereby repealed in its entirety.

5 Section 6. REPEAL OF ORDINANCE NO. 2014-696. Ordinance No. 2014-696
 6 (Decreasing the Administrative Fee for Vehicles Operated by Persons Under the
 7 Influence of Intoxicants; Amending Ordinance No. 95-322; Repealing Ordinance No.
 8 2006-540) is hereby repealed in its entirety.

9 Section 7 EMERGENCY CLAUSE. This Ordinance being necessary for the
 10 immediate preservation of the public health, safety, and welfare, an emergency is
 11 declared to exist and this Ordinance shall take effect immediately upon its passage.

12 PASSED this _____ day of _____, 2020.

13 SIGNED this _____ day of _____, 2020.

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Mayor

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City Recorder

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

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3 Resolution R2020-_____
45
6 ESTABLISHING ADMINISTRATIVE FEE RELATING TO
7 IMPOUNDS FOR VEHICLES DRIVEN BY PERSONS UNDER
8 THE INFLUENCE OF INTOXICANTS, UNINSURED, DRIVEN
9 BY UNLICENSED DRIVERS, DRIVING WHILE SUSPENDED,
10 AND DRIVING WITHOUT DRIVING PRIVILEGES
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13 WHEREAS, state law allows vehicles to be impounded for offenses related to
14 driving while suspended or revoked, driving while under the influence of intoxicants,
15 operating without driving privileges or in violation of license restrictions, and driving
16 uninsured;17 WHEREAS, such law provides that certain persons are responsible for expenses
18 incurred in the towing and storage of certain vehicles;19 WHEREAS, such law allows Council to set an administrative fee determined by
20 the Council to be sufficient to recover its actual administrative costs for the
21 impoundment;22 WHEREAS, the City Council of the City of Keizer wishes to establish an
23 administrative fee relating to impounds to help cover the cost of impounding vehicles;24 WHEREAS, the City Council requested public input regarding the proposed fee
25 on July 6, 2020;

26 NOW, THEREFORE,

1 BE IT RESOLVED by the City Council of the City of Keizer that an
2 administrative fee of \$60.00 is adopted. Such administrative fee is to be paid to the City,
3 whether or not the motor vehicle is returned to the owner, unless otherwise ordered by
4 the Municipal Court following a hearing.

5 BE IT FURTHER RESOLVED by the City Council of the City of Keizer, that the
6 fee identified herein shall automatically be adjusted every three years using the Portland
7 Consumer Price Index for Wage Earners beginning July 1, 2021.

8 BE IT FURTHER RESOLVED that the automatic adjustments be rounded
9 pursuant to the following methodology:

- 10 1. Fees that are one dollar or less shall be rounded to the nearest cent.
- 11 2. Fees that are over one dollar and up to ten dollars shall be rounded to the
12 nearest five cent increment.
- 13 3. Fees over ten dollars and up to one hundred dollars shall be rounded to the
14 nearest whole dollar.
- 15 4. Fees over one hundred dollars shall be rounded to the nearest five dollar
16 increment.
- 17 5. When an indexed fee is half way or more between the lower increment and the
18 higher increment, the fee will be increased to the next increment.
- 19 6. When an indexed fee is less than half way between the lower increment and
20 the higher increment, the fee will be set to the lower increment.

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

3 PASSED this _____ day of _____, 2020.

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5 SIGNED this _____ day of _____, 2020.

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Mayor

City Recorder

COUNCIL MEETING: July 6, 2020**AGENDA ITEM NUMBER: _____****TO: MAYOR CLARK AND CITY COUNCILORS****THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER****FROM: TIM WOOD, FINANCE DIRECTOR****SUBJECT: DELINQUENT SEWER ASSESSMENTS****ISSUE:**

The City of Keizer collects sewer fees from residents and businesses of Keizer. The attached list marked as exhibit "A" represents an itemized list of delinquent accounts through March 31, 2020. Each resident (and property owner, if different) has been notified by certified letter and given a sufficient amount of time to remit payment for their accounts. ORS 454.225 authorizes the City to certify the delinquent amounts to the County Assessor for the amounts assessed against the premises serviced. The statute also allows the City to collect penalty, interest or costs associated with the delinquencies. A 10% delinquent amount has been added as a penalty and a \$39.00 administration fee has been added to cover the City's costs.

FISCAL IMPACT:

Delinquent assessments total \$4,261.16 for tax year 2020-2021. This compares to \$3,534.15 for tax year 2019-2020.

RECOMMENDATION:

Staff recommends the City Council adopt the attached Resolution, which certifies the delinquent sewer accounts to the County Assessor for collection.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2020-_____

CERTIFICATION OF DELINQUENT SEWER ACCOUNTS

WHEREAS, the City of Keizer is responsible for the collection of sewer fees from the residents of Keizer;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Keizer that the attached Exhibit "A" is an itemized list of delinquent sewer charges through March 31, 2020 that the City has been unable to collect through the usual collection procedures.

BE IT FURTHER RESOLVED that ten percent (10%) of the delinquent amount has been added as a penalty and that a \$39.00 administration fee has been added to cover the City's costs.

BE IT FURTHER RESOLVED that the amounts certified on the attached Exhibit "A" shall be added to the appropriate tax accounts as indicated pursuant to ORS 454.225.

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

PASSED this _____ day of _____, 2020.

SIGNED this _____ day of _____, 2020.

Mayor

City Recorder

Property ID	Service Address	Owner's Name	Sewer	Sewer Admin	Total Billing	Penalty 10%	Chg \$39.00	Total
R58849	451 SUNSET AVE N	ESTATE OF ANNE KATHLEEN LEMOINE	259.12	25.00	\$284.12	28.41	39.00	\$351.53
R20087	7225 WHEATLAND RD N	ROBERT & BARBARA HASKINS	388.10	37.50	\$425.60	42.56	39.00	\$507.16
R341078	7029 FIR GROVE LN N	SHANNON & SCOTT WHITE	804.51	118.75	\$923.26	92.33	39.00	\$1,054.59
R20126	7495 WHEATLAND RD N	PATRICK L. & TANA L. BRYANT	388.10	37.50	\$425.60	42.56	39.00	\$507.16
R20048	6995 RIVER RD N	YIYAN XIE & SHILU SU	388.10	37.50	\$425.60	42.56	39.00	\$507.16
R45731	1130 JAYS DR NE	BRADLEY JAMES KIMSEY & KELLEY KIMSEY	388.10	37.50	\$425.60	42.56	39.00	\$507.16
R20526	6255 MCLEOD LN NE	RONALD JOHNSON & LEE JOHNSON	235.37	18.23	\$253.60	25.36	39.00	\$317.96
R65528	1551 SIEBURG DR NE	LAURA SCOTCH	389.26	37.50	\$426.76	42.68	39.00	\$508.44
								\$4,261.16

CITY COUNCIL MEETING: July 6, 2020**AGENDA ITEM NUMBER:_____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: CDBG COOPERATIVE AGREEMENT WITH MARION COUNTY

The City Council had previously approved allowing the opt-in to the Marion County Community Development Block Grant (CDBG) program, which will at some point include the HOME program. Housing and Urban Development regulations requires the local jurisdictions to enter into Cooperative Agreements with the county lead agency. That agreement is before you for adoption at tonight's meeting.

RECOMMENDATION:

Adopt the attached Resolution authorizing the City Manager to enter into the CDBG Cooperative Agreement for 2021-2023.

Please contact me if you have any questions in this regard. Thank you.

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2020-_____

AUTHORIZING CITY MANAGER TO ENTER INTO COOPERATION
AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT
FUNDS WITH MARION COUNTY

WHEREAS, the City of Keizer and the City of Salem have had a Consortium
Cooperation Agreement for the joint receipt and administration of federal HOME funds
since 1996;

WHEREAS, Marion County recently became eligible to receive federal
Community Development Block Grant (CDBG) funding;

WHEREAS, Marion County may be eligible to receive federal HOME funds in
the near future;

WHEREAS, the City of Keizer is unable to belong to the Consortium Cooperation
Agreement and the Marion County CDBG funding grant;

WHEREAS, the Council has determined that it would be in the best interests of
the City to enter into a Cooperation Agreement for the CDBG funding with Marion
County;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City
Manager is authorized to enter into the Cooperation Agreement for Community

1 Development Block Grant Funds with Marion County, a copy of which is attached hereto
2 and by this reference incorporated herein.

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

5 PASSED this _____ day of _____, 2020.

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7 SIGNED this _____ day of _____, 2020.

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Mayor

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City Recorder

**COOPERATION AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FOR THREE FEDERAL FISCAL YEARS 2021-2023**

This Cooperation Agreement for Community Development Block Grant Funds “AGREEMENT” is made and entered into this _____ day of _____, 2020, by and between Marion County, a subdivision of the State of Oregon, hereinafter referred to as “COUNTY”, and the City of Keizer a municipal corporation within County, hereinafter referred to as “CITY”.

WHEREAS, the Housing and Community Development (HUD) Act of 1974, as amended (24 U.S.C. 93-383 et seq.), “ACT”, provides that Community Development Block Grant, hereinafter referred to as “CDBG”, funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income; and,

WHEREAS, CDBG regulations allow contiguous units of general government to join together to qualify as an urban county under the CDBG program; and,

WHEREAS, any urban county and metropolitan city located within that county can ask HUD to approve the inclusion of the metropolitan city as part of the urban county for purposes of planning and implementing a joint community development and housing assistance program; and,

WHEREAS, HUD requires that the County and City enter into a Cooperation Agreement for joint participation in the CDBG Program, the HOME Investment Partnership Program, and Emergency Solutions Grants Program (ESG) for Fiscal Years 2021 through 2023 to define their rights and obligations as a prerequisite to participation in the CDBG program; and

WHEREAS, the CDBG regulations issued pursuant to the Act provide qualified urban counties must submit an application to HUD for funds, and cities and smaller communities within the metropolitan area not qualifying as metropolitan cities may join County in said application and thereby become a part of a more comprehensive County effort; and

WHEREAS, City and County wish to enter an Agreement for a successive three-year period effective in 2021; and

WHEREAS, the proposed Agreement is consistent with City and County policies encouraging cooperation between parties on issues of regional significance such as affordable housing; and

WHEREAS, it is the desire of County and City that this Agreement be automatically renewed every three years unless County or City elect not to participate in the urban county program in an upcoming qualification period; and

WHEREAS, the United States Department of Housing and Urban Development, will review and certify this Agreement in order to assure compliance with HUD requirements; and,

WHEREAS, as the urban county applicant, County must take responsibility and assume all obligations of an applicant under federal statutes, including: the analysis of needs, the setting of objectives, the development of community development and housing assistance plans, the consolidated plan, and the assurances of certifications; and

**COOPERATION AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FOR THREE FEDERAL FISCAL YEARS 2021-2023**

WHEREAS, by executing this Agreement, the Parties hereby give notice of their intention to participate in the urban county CDBG, HOME, and ESG Programs.

NOW THEREFORE, in consideration of the mutual promises, recitals and other provisions hereof, the parties agree as follows:

1. GENERAL

County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing; economic development, neighborhood facilities, housing rehabilitation, and other appropriate housing assistance to primarily benefit lower and moderate income people. This Agreement includes participation in the Community Development Block Grant (CDBG), the HOME Investment Partnership Program and the Emergency Solutions Grants (ESG) Program.

2. TERM

The term of this Agreement shall be for Federal Fiscal Years 2021, 2022, and 2023 after which the term shall be automatically renewed unless action is taken by City to terminate this Agreement. As provided by HUD rules and regulations, this Agreement shall automatically be renewed for participation in successive three-year qualification periods, unless County or City provides written notice it elects not to participate in a new qualification period, provided however, that this Agreement shall remain in effect until CDBG, HOME and ESG funds and income received with respect to the three-year qualification period are expended and the funded activities completed. County and City cannot terminate or withdraw from this Agreement while the Agreement remains in effect. County and City may not withdraw from this Agreement prior to expiration of Federal Fiscal Year 2023.

By the date specified in HUD's urban county qualification notice for a subsequent qualification period, County will notify City in writing of its right not to participate. Should there be changes necessary to meet the requirements for cooperation agreements set forth in the urban county qualification notice applicable for a subsequent three-year urban county qualification period, amendment(s) to this Agreement shall be executed between County and City. Such amendment(s) shall be submitted to HUD; failure to do so will void the automatic renewal of such qualification period.

3. APPLICANT RESPONSIBILITY

- a. County has final responsibility for selecting CDBG, HOME, and ESG activities and submitting the Consolidated Plan to the Department of Housing and Urban Development.

County and City shall take all actions necessary to assure compliance with the urban county's certifications under Sections 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act and will affirmatively further fair housing. See 24 CFR 91.225(a) and 5.105(a). County and City will comply with

**COOPERATION AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FOR THREE FEDERAL FISCAL YEARS 2021-2023**

section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968. County and City agree to comply with all other applicable laws.

County shall not provide CDBG, HOME or ESG funds for activities in, or in support of, any cooperating city that does not affirmatively further fair housing within its own jurisdiction or for activities that impede County's actions to comply with its fair housing certification.

- b. Further, pursuant to 24 CFR 570.501(b), County, as applicant, has the responsibility for ensuring that CDBG, HOME and ESG funds are used in accordance with all program requirements, for determining the adequacy of performance under agreements and procurement contracts, and for taking appropriate action when performance problems arise. Therefore, before disbursing any CDBG, HOME or ESG funds to City or projects in the City, County will require City, and City agrees to enter into a written agreement for each individual project.
- c. City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but, must use such funds for activities eligible under Title I of the Act. This new requirement is contained in the Transportation, Housing and Urban Development, and Related Agencies Appropriation Act, 2014, pub. L113-76.

4. CITY SUBJECT TO SAME REQUIREMENTS AS SUBRECIPIENTS:

Pursuant to 24 CFR 570.501(b), the City is subject to the same requirements applicable to sub recipients, including the requirements of a written agreement set forth in 24 CFR 570.503.

5. THE CITY AFFIRMS THAT IT HAS ADOPTED AND IS ENFORCING:

- a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations;
- b. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

6. BY EXECUTING THIS AGREEMENT, THE CITY UNDERSTANDS THAT IT:

- a. May not apply for grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during the period in which it participates in the urban county's CDBG program;

**COOPERATION AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FOR THREE FEDERAL FISCAL YEARS 2021-2023**

- b. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if Marion County does not receive a HOME formula allocation, City cannot form a HOME consortium with other local governments. This does not preclude County or City from applying to the state for HOME funds, if the state allows; and
- c. May receive a formula allocation under the ESG Program only through the urban county, although this does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds, if the state allows.

7. COUNTY'S RESPONSIBILITY TO CITY

In addition to the foregoing obligations, County agrees:

- a. County shall, in preparing future plans under the Act, solicit to the extent allowed by the Act and all lawful HUD regulations, City's participation in the development of such future plans which refer to City's activities under the Act.
- b. In accordance with instructions from HUD, County agrees to permit City to carry out the essential community development and housing assistance activities provided for in the application and in future plans.
- c. County agrees to distribute funding it receives in accordance with the terms and provisions therein contained, or in accordance with such terms and conditions as required by the Act of HUD.

8. CITY'S RESPONSIBILITIES TO COUNTY

In addition to the foregoing obligations:

- a. City agrees to expend any funds received by virtue of any of urban county's plans only in accordance with the terms and conditions stated therein, or amended by HUD.
- b. City agrees to cooperate with urban county on the development of future plan applications for funds under the Act, with regard to housing and community development activities to be continued or undertaken by City within its boundaries.

9. PROGRAM INCOME

- a. City must inform County of any income generated by the expenditure of CDBG, HOME or ESG funds received by City.
- b. Any such program income must be paid to the County, or City may retain the program income subject to requirements set forth in this Agreement.
- c. Any program income City is authorized to retain may only be used for eligible activities in accordance with all CDBG, HOME or ESG requirements as may then apply.

**COOPERATION AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
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- d. County has the responsibility for monitoring and reporting to HUD on the use of any such program income and County shall require appropriate recordkeeping and reporting by City as may be needed for this purpose.
- e. In the event of close-out or change in status of City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to County.

10. ACQUISITION, CHANGE IN USE, AND DISPOSITION OF REAL PROPERTY ACQUIRED OR IMPROVED WITH CDBG FUNDS

- a. City shall notify County of any change in use including disposition of real property, within the control of City, which was acquired or improved in whole or in part with CDBG funds, from that approved at the time CDBG funds were authorized for acquisition or improvement.
- b. City shall reimburse County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations at any time prior to or subsequent to the close-out, change of status or termination of this Agreement between the County and City.

11. MINOR AMENDMENTS TO THE AGREEMENT

Notwithstanding, Section 2 above, should it become necessary to change the language of this Agreement to meet HUD approval, without making major changes and without altering the intent of the Agreement, such changes may be made administratively by the city administrator of City. All remaining provisions of said Agreement shall remain in full force and effect for the term provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

MARION COUNTY, OREGON

CITY of KEIZER

Jan Fritz
Chief Administrative Officer

Christopher C. Eppley
City Manager

Dated: _____

Dated: _____

**COOPERATION AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FOR THREE FEDERAL FISCAL YEARS 2021-2023**

APPROVED AS TO FORM AND CERTIFIED THAT
THE TERMS AND PROVISIONS OF THIS
AGREEMENT ARE FULLY AUTHORIZED UNDER
STATE AND LOCAL LAWS AND THAT THIS
AGREEMENT PROVIDES FULL LEGAL
AUTHORITY FOR THE COUNTY TO UNDERTAKE
THE ACTIONS DESCRIBED HEREIN.

Jane Vetto
County Counsel

Dated: _____

CITY COUNCIL MEETING: July 6, 2020

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: PEER COURT GRANT AGREEMENT

For some years, Peer Court had been receiving a grant from the State of Oregon via Keizer United since the grant recipient had to be a non-profit. Due to insurance requirements and efficiencies, it made more sense for the grant to be directly to the City. I worked with the Oregon Department of Education contract specialist to come up with a new grant agreement and it is attached for your review. The grant is for \$20,000.

RECOMMENDATION:

Adopt the attached Resolution authorizing the City Manager to sign the Peer Court grant agreement.

Please contact me if you have any questions in this regard. Thank you.

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2020-_____

AUTHORIZING CITY MANAGER TO SIGN STATE OF OREGON
GRANT AGREEMENT (GRANT NO. 13003) FOR PEER COURT
PROGRAM

WHEREAS, Peer Court has been receiving grant funds from the State of Oregon
via Keizer United for some years;

WHEREAS, due to insurance requirements and efficiencies, it became apparent
that the grant should be directly to the City;

WHEREAS, the City of Keizer has worked with the State of Oregon to apply for
the grant for the Peer Court Program;

WHEREAS, the City has been awarded the grant;

WHEREAS, the State of Oregon, acting by and through its Department of
Education and the City are authorized to enter into agreements under Oregon Revised
Statutes Chapter 190;

WHEREAS, the State and the City wish to enter into the attached Grant
Agreement;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City
Manager is authorized to sign the attached Grant Agreement (Grant No. 13003) for the
Peer Court Program.

1 BE IT FURTHER RESOLVED that the City Manager or his designee is directed
 2 and authorized to take all action necessary and appropriate in connection with such Grant
 3 Agreement within the normal budgetary constraints of the City of Keizer.

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

6 PASSED this _____ day of _____, 2020.

7

8 SIGNED this _____ day of _____, 2020.

9

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14

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 Mayor

 City Recorder

STATE OF OREGON GRANT AGREEMENT

Grant No. 13003

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and City of Keizer (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to the federal program Juvenile Justice and Delinquency Prevention – Allocation to States CFDA 16.540 and ORS 190, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The purpose of this Grant is to provide funds to the Grantee to further support the Keizer Youth Peer Court program.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Execution Date”), this Grant is effective and has a Grant funding start date as of April 1, 2020 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2020.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Anya Sekino, JCOP Manager
255 Capitol St, NE Salem, OR 97310
Office Phone: 503-378-5115
Email: anya.sekino@state.or.us

4.2 Grantee’s Grant Manager is:

Tim Wood
Finance Director
930 Chemawa Road NE
Keizer, OR 97303
Phone: 503-856-3413
Email: woodt@keizer.org

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth on Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending September 30, 2020 (the “Performance Period”).

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$20,000 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its Title II Formula Grant funds (“Funding Source”).

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.1.1** Subject to the availability of sufficient moneys in and from the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2** Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.
- 7.1.3** Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.

7.2 Conditions Precedent to Disbursement. Agency’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

- 7.2.1** Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
- 7.2.2** No default as described in Section 15 has occurred; and
- 7.2.3** Grantee’s representations and warranties set forth in Section 8 are true and correct on the date

of disbursement(s) with the same effect as though made on the date of disbursement.

- 7.3 No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.

SECTION 8: REPRESENTATIONS AND WARRANTIES

- 8.1 Organization/Authority.** Grantee represents and warrants to Agency that:

- 8.1.1** Grantee is a unit of local government duly organized and validly existing;
- 8.1.2** Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (a) execute this Grant, (b) incur and perform its obligations under this Grant, and (c) receive financing, including the Grant Funds, for the Project;
- 8.1.3** This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.4** If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- 8.1.5** There is no proceeding pending or threatened against Grantee before any court of governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

- 8.2 False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

- 8.3 No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

- 9.1 Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Grantee Intellectual Property” means any intellectual property owned by Grantee and developed independently from the Project.

“Third Party Intellectual Property” means any intellectual property owned by parties other than

Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information, If Agency requests

Grantee to destroy any confidential information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600 – 628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee’s employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee’s expense. Based on the results of the a background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteers, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of

Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.

- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

- 12.1 Workers' Compensation.** If Grantee employs subject workers, as defined in ORS 656.027, Grantee must comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee must require and ensure each of its subgrantees, contractors and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee must also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee must provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and must require and ensure each of its out-of-state subgrantees, contractors and subcontractors complies with these requirements.
- 12.2 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.
- 12.3 Public Body Insurance.** If Grantee is a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.

SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental

immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 15: DEFAULT

15.1 Grantee. Grantee will be in default under this Grant upon the occurrence of any of the following events:

- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
- 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made;
- 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

15.2 Agency. Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

16.1 Agency Remedies. In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (a) termination of this Grant under Section 18.2, (b) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (c) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e)

exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (f) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

- 18.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 By Agency.** Agency may terminate this Grant as follows:
- 18.2.1** At Agency's discretion, upon 30 days advance written notice to Grantee;
- 18.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
- 18.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
- 18.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.
- 18.3 By Grantee.** Grantee may terminate this Grant as follows:
- 18.3.1** If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient

to perform its obligations under this Grant.

18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or

18.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

18.4 Cease Activities. Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

19.1 Conflict of Interest. Grantee by signature to this Grant declares and certifies the award of this Grant and the Projects activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.

19.2 Nonappropriation. Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

19.3 Amendments. The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

19.4 Notice. Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

19.5 Survival. All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.

19.6 Severability. The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and

provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits

- Exhibit C (Federal Terms and Conditions)
- Exhibit A (the “Project”)
- Exhibit B (Insurance)
- Exhibit D (Federal Award Identification)

19.16 Merger, Waiver. This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Education

By: _____
Contract and Procurement Specialist Date

City of Keizer

By: _____
Authorized Signature Date

Printed Name, Title

038038147
Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: N/A _____
Name, Title Date

EXHIBIT A THE PROJECT

SECTION I – BACKGROUND

The Youth and Crime Prevention Grant Funds are community-based grants provided by the Office of Juvenile Justice and Delinquency Prevention (OJJDP) to assist state and local efforts to prevent juvenile crime and reduce youth involvement with the justice system through the implementation of effective evidence-based, research-based, and practice-based prevention and intervention approaches. These approaches are required to be culturally appropriate, sexual orientation specific and gender-identity specific and address various risk and protective factors associated with criminal involvement.

The Title II Formula Grant program is designed to support state and local delinquency prevention and intervention efforts and juvenile justice system improvements. The Youth Development Council selected addressing diversion as a priority for the formula grant funds.

Grantee's project aligns with the Formula Grant Program Area 11: Diversion – Peer (Youth) Courts - programs designed to divert low level offending youth from entering the juvenile justice system.

SECTION II - PROJECT DESCRIPTION, GOAL, AND BUDGET

Grantee shall use Grant funds to enhance and support the Keizer Youth Peer Court (KYPC) program. KYPC uses peer juries to hear and adjudicate cases referred to it by the Marion County Juvenile Department or the Keizer Police Department for first-time offending youth charged with various offenses.

Grant activities shall include: peer court hearings and adjudication; training and education offered to (1) first-time offenders referred to and accepting the peer court process and (2) youth volunteers participating in the Grant program, and enhancing support for the program coordinator.

The goal of the Grant project is to improve the current success rate of the peer court in diverting first-time offenders from committing subsequent crimes, and referrals to the Marion County Juvenile Department.

Agency will disburse Grant Funds only for the costs of Project activities that occur, including expenses incurred, during the Performance Period.

BUDGET CATEGORY	FORMULA GRANT	MATCHING FUNDS	TOTAL FUNDS
A. Personnel	\$0	\$0	\$0
B. Fringe Benefits	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0
E. Supplies	\$2,000 Educational Training	\$500 City of Keizer allows	\$,2500

ODE GRANT # 13003 – City of Keizer - Title II Formula Grant

BUDGET CATEGORY	FORMULA GRANT	MATCHING FUNDS	TOTAL FUNDS
	Material and Videos, Office Supplies	for use of copier & paper supplies	
F. Consultants/Contracts	\$16,000 100 hr per month @ \$22.00 per hour	\$10,750 City of Keizer	\$26,750
G. Other Costs	\$2,000 Coordinator and Volunteer trainings, team building workshops, supplies		\$2,000
H. Grant Administration	\$0	\$0	\$0
TOTAL PROJECT COSTS	\$20,000	\$11,250	\$31,250

SECTION IV – DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds using its Electronic Grants Management System (“EGMS”), on a cost incurred basis upon receipt of Grantee’s request for reimbursement.

With each request for reimbursement, Grantee must submit an expenditure report via email to Agency’s Grant Manager identified in Section 4.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS:

Grantee shall obtain at Grantee's expense the insurance specified in this Exhibit B prior to performing under this Grant Agreement and shall maintain it in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee shall pay for all deductibles, self-insured retention and self-insurance, if any.

COMMERCIAL GENERAL LIABILITY: ☒ Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE: ☒ Required

Automobile Liability Insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Grantee shall waive rights of subrogation which Grantee or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Grant Agreement, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Services required under this Grant Agreement, or, (ii) Agency or Grantee termination of this Grant Agreement, or, (iii) The expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Grantee shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Grant Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant Agreement. Grantee must furnish acceptable insurance certificates to: ode.insurance@ode.state.or.us or by mail to: **Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310** prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION:

The Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Grantee agrees to periodic review of insurance requirements by Agency under this Agreement and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit B.

EXHIBIT C

FEDERAL TERMS AND CONDITIONS

1. FEDERAL FUNDS

- 1.1 If specified below, Agency's payments to Grantee under this Grant will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Grantee, by signing this Grant, certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.

Payments ☒ will ☐ will not be made in whole or in part with federal funds.

- 1.2 In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, Agency has determined:

☒ Grantee is a sub-recipient ☐ Grantee is a contractor ☐ Not applicable

- 1.3 Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: ***16.540 Juvenile Justice and Delinquency Prevention – Allocation to States***

2. FEDERAL PROVISIONS

- 2.1 The use of all federal funds paid under this Grant are subject to all applicable federal regulations, including the provisions described below.
- 2.2 Grantee must ensure that any further distribution or payment of the federal funds paid under this Grant by means of any contract, subgrant, or other agreement between Grantee and another party for the performance of any of the activities of this Grant, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Grant.
- 2.3 Grantee must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Grant.

In accordance with Appendix II to 2 CFR Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, the following provisions apply to this Grant, as applicable.

For purposes of these provisions, the following definitions apply:

“Contract” means this Grant or any contract or subgrant funded by this Grant.

“Contractor” and “Subrecipient” and “Non-Federal entity” means Grantee or Grantee's contractors or subgrantees, if any.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address

administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials: https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=92b159d8a4db712007ed9d36214ee0ec&mc=true&n=pt2.1.200&r=PART&ty=HTML#se2.1.200_1322.

(K) Audits.

- i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.
- iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this

Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

(L) Whistleblower. Grantee must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, t Program for Enhancement of Employee Whistleblower Protection. Grantee must inform sub-recipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

(M) System for Award Management. Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>, and used to complete Exhibit D. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

ADDITIONAL FEDERAL REQUIREMENTS

Materials Disclaimer.

A meeting or conference hosted by Grantee and charged to this Grant may not be promoted as a U.S. Department of Education conference. This means the seal of the U.S. Department of Education must not be used on conference materials or signage without Agency approval.

All meeting or conference materials paid for with Grant Funds must include appropriate the following disclaimer:

The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the U.S. Department of Education. However, those contents do not necessarily represent the policy of the U.S. Department of Education, and you should not assume endorsement by the Federal Government.

EXHIBIT D
FEDERAL AWARD IDENTIFICATION
(REQUIRED BY 2 CFR 200.331(A))

1. Grantee Name (must match name DUNS is registered to):	City of Keizer
2. Grantee's DUNS:	038038147
3. Grant period of performance start and end date (the Grant's Performance Period):	From: 04/01/2020 To: 09/30/2020
4. Total amount of federal funds obligated by this Grant:	\$20,000.00
5. Total amount of federal funds obligated to the Grantee by Agency including this Grant: (all federal funds, including this Grant, obligated to Grantee during the current state fiscal year (July 1 to June 30))	\$20,000.00
6. Pass-through entity:	
(a) Name of pass-through entity:	Oregon Department of Education
(b) Contact Information for awarding official of the pass-through entity:	Lillie Gray, Lillie.Gray@ode.state.or.us
7. Federal Award	
(a) Federal Award Identification Number (FAIN):	2017-JF-FX-0053
(b) Federal award date:	09/20/2017
(c) Total amount of federal award committed to the Grantee by the pass-through entity: (amount of federal funds from this FAIN committed to Grantee)	\$20,000.00
(d) Federal awarding agency:	Office of Juvenile Justice and Delinquency Prevention
(e) Federal award project description:	Juvenile Justice and Delinquency Prevention
(f) CFDA number and name:	16.540 Juvenile Justice and Delinquency Prevention - Allocation to States
Amount:	\$20,000.00
(g) Indirect cost rate:	0%
(h) Is award research and development?	☐ Yes ☒ No



MINUTES
KEIZER CITY COUNCIL
Monday, June 1, 2020
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

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

Present:

Kim Freeman, Councilor
Daniel Kohler, Councilor
Marlene Parsons, Councilor
Elizabeth Smith, Councilor
Roland Herrera, Councilor
Laura Reid, Councilor
Daniel Matthews, Youth Councilor

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Shane Whitham, Community
Development
Bill Lawyer, Public Works Director
John Teague, Police Chief
Tim Wood, Finance Director
Tracy Davis, City Recorder

Absent:

Cathy Clark, Mayor

FLAG SALUTE

Mayor Pro Tem Freeman led the pledge of allegiance.

**SPECIAL ORDERS
OF BUSINESS**

**a. Volunteer
Recognition**

Mayor Pro Tem Freeman explained that April is Volunteer Appreciation month but because meetings in April and May were held 'virtually' the Volunteer Coordinating Committee could not deliver cookies. However, now that meetings are being held again in person, the cookies are being shared as a token of appreciation.

**COMMITTEE
REPORTS**

None

**PUBLIC
TESTIMONY**

Ramero Navarro, Keizer, spoke in support of a proclamation for Gun Violence Awareness Day which is the first Friday in June. He shared several shooting incident stories and noted that since State representatives do not feel it is 'their problem' it is up to the citizens of Keizer. He explained that he will be wearing orange for Isaac Salim and urged Council to vote yes on the proclamation. Mayor Pro Tem Freeman explained that the request for this proclamation came in too late to get in the packet but will be addressed when Mayor Clark returns.

Cindy Sweeny, Keizer, explained that the Gun Awareness Day is for every Friday in June. Speaking on behalf of students, educators and colleagues, she voiced support for this effort.

Michele Roland-Schwartz, Keizer, speaking on behalf of the Oregon Attorney General's Sexual Assault Task Force, provided information about the Task Force and voiced support for the proclamation and gun violence awareness.

Carol Doerfler, Keizer, voiced support for the Gun Violence Awareness Proclamation and read the names of children who were killed in the December 2012 New Town, Connecticut shooting noting that as of 2018 7,000 more children have been killed by gun fire since then.

Council paused for a moment of silence.

Mayor Pro Tem Freeman then invited Youth Councilor Daniel Matthews to introduce himself. Mr. Matthews shared that he had attended McNary High School and is now home schooled.

PUBLIC HEARING

a. RESOLUTION – Declaring the City's Election to Receive State Revenues

Mayor Pro Tem Freeman opened the Public Hearing.

Finance Director Tim Wood summarized his staff report.

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

Councilor Herrera moved that the Keizer City Council adopt a Resolution Declaring the City's Election to Receive State Revenues. Councilor Reid seconded. Motion passed as follows:

AYES: Reid, Freeman, Parsons, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark (1)

RESOLUTION – Certifying the City of Keizer Provides Four or More Municipal Services

Mayor Pro Tem Freeman opened the Public Hearing.

Mr. Wood noted that he had nothing further to add.

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

Councilor Herrera moved that the Keizer City Council adopt a Resolution Certifying the City of Keizer Provides Four or More Municipal Services. Councilor Reid seconded. Motion passed as follows:

AYES: Reid, Freeman, Parsons, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark (1)

b. RESOLUTION – Certification of Lighting District Assessments

Mayor Pro Tem Freeman opened the Public Hearing.

Finance Director Tim Wood summarized his staff report.

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

Councilor Herrera moved that the Keizer City Council adopt a Resolution Certification of Lighting District Assessments. Councilor Reid seconded. Motion passed as follows:

AYES: Reid, Freeman, Parsons, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark (1)

c. RESOLUTION – Adopting the FY 2020-21 Budget, Making Appropriations and Imposing and Categorizing Taxes

Mayor Pro Tem Freeman opened the Public Hearing.

Finance Director Tim Wood summarized his staff report.

Councilor Herrera noted that due to technical difficulties during the Budget meetings he was unable to voice his opinion regarding funds set aside for the Chamber. He expressed the opinion that \$12,000 was too much money to give to the Chamber noting that other entities might be more deserving and that the Chamber falls short in their outreach to the Latino community.

Councilor Parsons, Chamber liaison, explained how the additional funding would be used and that they now have a partnership with Latino Business Alliance so their outreach efforts have increased.

Mayor Pro Tem Freeman added that the Chamber is very responsive to questions on expenses and outreach when asked.

Mr. Wood verified that the Parks and Police fees will remain at \$4 per month and there would be no increase in stormwater or water rates.

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

Councilor Herrera moved that the Keizer City Council adopt a Resolution Adopting the FY 2020-21 Budget, Making Appropriations and Imposing and Categorizing Taxes. Councilor Reid seconded. Motion passed as follows:

AYES: Reid, Freeman, Parsons, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark (1)

ADMINISTRATIVE ACTION

a. RESOLUTION – Authorizing City Manager to Send Letter to Marion County Electing to be

Mr. Johnson summarized his staff report. Mr. Eppley explained that Council might want to consider going with Marion County because the benefits to residents are greater and there is a possibility of getting more funding. Mr. Johnson provided additional information noting that he agreed with Mr. Eppley.

Discussion followed regarding the timeline, the program, funds, administration responsibilities and opportunity for input.

- Excluded from Community Development Block Grant Participation** Councilor Herrera moved that the Keizer City Council direct the City Manager to notify Salem and Marion County that Keizer will allow the opt in to the Marion County program. Councilor Reid seconded. Motion passed as follows:
 AYES: Reid, Freeman, Parsons, Herrera, Smith and Kohler (6)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: Clark (1)
- b. RESOLUTION – Authorizing the City Manager to Sign Dedication for Reserve Strip (Andrew Park, Block A)** Mr. Johnson summarized his staff report.
 Public Works Director Bill Lawyer explained that this is primarily for a sewer connection and would not result in a change in traffic flow.
Councilor Herrera moved that the Keizer City Council adopt a Resolution Authorizing the City Manager to Sign Dedication for Reserve Strip (Andrew Park, Block A). Councilor Reid seconded. Motion passed as follows:
 AYES: Reid, Freeman, Parsons, Herrera, Smith and Kohler (6)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: Clark (1)
- c. RESOLUTION – Ratifying the City Manager’s Amendment to Declaration of a Local State of Emergency in the City of Keizer as a Result of Covid-19 Pandemic** Mr. Johnson summarized his staff report.
Councilor Herrera moved that the Keizer City Council adopt a Resolution Ratifying the City Manager’s Amendment (Administrative Order #2020-6) to Declaration of a Local State of Emergency in the City of Keizer as a Result of Covid-19 Pandemic. Councilor Reid seconded. Motion passed as follows:
 AYES: Reid, Freeman, Parsons, Herrera, Smith and Kohler (6)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: Clark (1)
- CONSENT CALENDAR**
- A. RESOLUTION – Approving the Elements and Concept for the Carving of the Second Story Pole
 - B. RESOLUTION – Authorizing City Manager to Sign Contract for Custodial Services
 - C. RESOLUTION - Authorizing Disposition of Surplus Property (Police Department Vehicles)
 - D. RESOLUTION – Authorizing City Attorney to Enter Into Engagement Letter with Beery, Elsner, and Hammond as Special Legal Counsel for Matters as Assigned by City Attorney
 - E. RESOLUTION – Authorizing City Manager to Sign Agreement with State of Oregon for Verda Lane: Dearborn Avenue to Salem Parkway Project

- F. RESOLUTION – Establishing Classification of Property and Evidence Specialist I
- G. Approval of May 18, 2020 City Council Regular Session Minutes

Items A and F were pulled for minor revisions.

Councilor Herrera moved that the Keizer City Council approve Items B, C, D, E and G of the Consent Calendar. Councilor Reid seconded. Motion passed as follows:

AYES: Reid, Freeman, Parsons, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark (1)

Item A: Mr. Johnson explained that item 9 (farmer plowing field) should be removed because it is too detailed for the carver.

Councilor Herrera moved that the Keizer City Council approve Item A of the Consent Calendar: Resolution Approving the Elements and Concept for the Carving of the Second Story Pole as amended (deleting Item 9). Councilor Reid seconded. Motion passed as follows:

AYES: Reid, Freeman, Parsons, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark (1)

Item F: Mr. Johnson corrected the resolution to take effect on July 1.

Councilor Herrera moved that the Keizer City Council approve Consent Calendar Item F: Resolution Establishing Classification of Property and Evidence Specialist I as amended (effective July 1). Councilor Reid seconded. Motion passed as follows:

AYES: Reid, Freeman, Parsons, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark (1)

COUNCIL LIAISON REPORTS

Councilor Smith had nothing to report but thanked law enforcement and voiced the hope that everyone can find peace in their heart and not lose the message.

Youth Councilor Matthews congratulated graduates noting that hopefully there will be a graduation ceremony in August and announced McNary construction is ahead of schedule.

Councilor Reid announced various cancelled events, shared information about 'virtual' events/meetings she had attended, and announced upcoming ones. In conclusion she urged everyone to be kind and do

whatever possible to maintain peace.

Councilor Kohler reported on the Community drive-thru dinner, announced the Traffic Safety/Bikeways/Pedestrian Committee meeting and encouraged everyone to pray for peace in the nation and get along with one another.

Councilor Herrera congratulated scholarship recipients Luis Lopez and Rachel Villareal, his son who is graduating from OSU, and newly elected Salem City Councilors. He reviewed the virtual meetings he had attended and announced upcoming ones, thanked the Keizer Police Department and urged everyone to be kind.

Councilor Parsons announced that she would get more information on what the Chamber will be doing with the money they are getting from the City at the Chamber meeting next week.

Councilor Freeman reported on the Personnel Policy Committee meeting she had attended, urged everyone to be kind and patient with each other, announced upcoming meetings/events/cancellations and thanked the hosts of the community dinner, city staff, the police department and first responders.

OTHER BUSINESS City Recorder Tracy Davis announced that filings for Council positions will begin June 3 and end at the end of August.

Tim Wood shared information about the upgraded accounting system which includes the new HR system. He will provide a staff report at the next meeting.

Chief Teague shared information about the importance of police holding themselves accountable. He explained that this country has a history of riots; they are not frequent but they happen; but we will get back to leading a good life. It is up to the governments to remove impediments to the good life for everyone and not add to them.

Chris Eppley introduced Shane Witham, the Interim Community Development Director.

Shane Witham announced that the Area D Master Plan amendment will be coming to Council for approval in July or August. He urged Council to stop by and ask him any questions they might have.

Mr. Johnson reminded Council of the upcoming Work Session on Charter Amendments.

Bill Lawyer reported that the contractor will be trimming vegetation in area swales soon.

**WRITTEN
COMMUNICATIONS** None

AGENDA INPUT

June 8, 2020 - 6:00 p.m. – Executive Session
7:30 p.m. – City Council Work Session
• City of Keizer Charter Amendments
June 15, 2020 - 7:00 p.m. - City Council Regular Session
July 6, 2020 - 7:00 p.m. - City Council Regular Session

ADJOURNMENT

Mayor Pro Tem Freeman adjourned the meeting at 9:06 p.m.

MAYOR:

APPROVED:

~ Absent ~

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

Councilor #2 – Kim Freeman

Councilor #5 – Elizabeth Smith

Councilor #3 – Marlene Parsons

Councilor #6 – Daniel R. Kohler

Minutes approved:_____



MINUTES
KEIZER CITY COUNCIL WORK SESSION
Monday, June 8, 2020
Keizer Civic Center, Council Chambers
Keizer, Oregon

**CALL TO
ORDER**

Mayor Clark called the meeting to order at 7:30 pm. Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Kim Freeman, Councilor
Marlene Parsons, Councilor
Laura Reid, Councilor
Roland Herrera, Councilor
Elizabeth Smith, Councilor
Dan Kohler, Councilor

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Tracy Davis, City Recorder

DISCUSSION

**a. Keizer Charter
Review**

City Attorney Shannon Johnson reviewed his staff report explaining the process the Charter Review Committee took to reach the proposed draft. He pointed out that the matrix provided to Council has an additional column which shows input received from outside Counsel.

Council reviewed the matrix. Mr. Johnson provided clarification and explanation as needed.

Discussion followed regarding municipal court emergency locations, accessibility, home jurisdiction and virtual appearances at court proceedings.

Mr. Johnson noted that outside counsel had suggested removal of the sections regarding public improvements and condemnation since they are covered by state laws. He added that the Charter Review Committee members were detail oriented and very thoughtful and had accomplished the review commendably.

Further discussion took place regarding scheduling ongoing charter review, reimbursable expenses, the advisability of Councilor stipends and the filling of vacancies. Mr. Johnson noted that scheduling future Charter review would be more appropriately done through a resolution.

Mr. Johnson then explained he will make the tweaks from outside counsel and follow up on the times requested by Council and have a draft for the June 15 meeting. After June 15 and July 6 Public Hearings Council can give direction to staff. This can be done at the July 6 meeting or the one

following.

Mayor Clark expressed gratitude to the Charter Review Committee noting that the changes made make the document easier to understand. Councilor Smith, who served as Chair of the Charter Review Committee, echoed Mayor Clark's comments and gratitude.

Mr. Johnson thanked his assistant, Tammie Harms, for coming to the meetings and keeping everything straight. He pointed out that the gender-neutral language was harder to do than anticipated and thanked Tammie for her help with that. He also noted that the Committee had discussed including inclusivity language but he had recommended not having it in the Charter; but to have Council deal with it in a resolution.

Mayor Clark verified that there would be two public hearings and then Council would deliberate and the Charter would go to the voters in the November general election.

ADJOURNMENT Mayor Clark adjourned the meeting at 8:40 p.m.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

Councilor #2 – Kim Freeman

Councilor #5 – Elizabeth Smith

Councilor #3 – Marlene Parsons

Councilor #6 – Daniel R. Kohler

Minutes approved: _____



MINUTES
KEIZER CITY COUNCIL
Monday, June 15, 2020
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER Mayor Pro Tem Kim Freeman called the meeting to order at 7:00 pm.
Roll call was taken as follows:

Present:

Kim Freeman, Councilor
Daniel Kohler, Councilor
Marlene Parsons, Councilor
Elizabeth Smith, Councilor
Roland Herrera, Councilor
Laura Reid, Councilor

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Shane Witham, Community Development
Bill Lawyer, Public Works Director
Andrew Copeland, Police Department
Tim Wood, Finance Director
Tracy Davis, City Recorder

Absent:

Cathy Clark, Mayor

FLAG SALUTE Mayor Pro Tem Freeman led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

- a. Volunteer of the Quarter Award – Keizer Parks Foundation** City Manager Chris Eppley invited Matt Lawyer to address Council. Mr. Lawyer, who nominated the Keizer Parks Foundation for this honor, summarized the many park improvements accomplished through the efforts of the Keizer Parks Foundation and introduced the members.

COMMITTEE REPORTS

Matt Lawyer, Keizer, reported on the recent Planning Commission meeting noting that the July meeting has been cancelled to allow staff to work on materials for Commission review at the August meeting.

PUBLIC TESTIMONY

Pat Fisher, Keizer, shared information about Peace Poles noting that she is hoping that the Rotary E-Club of One World, Keizer Rotary and Keizer Community Foundation will partner to fund some of these in the area and that the Parks Advisory Board supports the project.

PUBLIC HEARING

- a. City of Keizer Charter**

Mayor Pro Tem Freeman opened the Public Hearing.

City Attorney Shannon Johnson summarized his staff report. Councilor Herrera thanked committee members for their hard work noting that the goal was to remove Section 44. He voiced dismay that the section had ever been approved and offered an apology. Councilor Freeman thanked committee members as well. Councilor Smith echoed the commending testimony and provided details about testimony received at some of the

meetings. Councilor Reid urged everyone to check the pages summarizing the changes available on line.

Michele Roland-Schwartz, Keizer, representing the Oregon Sexual Assault Task Force, voiced support for the proposed changes and specifically the removal of Section 44.

Carol Doerfler, Keizer, thanked committee members, Mr. Johnson and support staff for their hard work.

Mayor Pro Tem Freeman noted that the Public Hearing would be held open to the July 6 Council meeting.

b. RESOLUTION – Exemption of Professional Services Agreement for Carving of Keizer Cultural History Pole from Competitive Bidding and Awarding Agreement to Oregon 3D Art and Chainsaw Sculptures LLC

Mayor Pro Tem Freeman opened the Public Hearing.

Mr. Johnson summarized his staff report.

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

Councilor Herrera moved that the Keizer City Council adopt Resolution - Exemption of Professional Services Agreement for Carving of Keizer Cultural History Pole from Competitive Bidding and Awarding Agreement to Oregon 3D Art and Chainsaw Sculptures LLC. Councilor Reid seconded. Motion passed as follows:

AYES: Reid, Freeman, Parsons, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark (1)

c. RESOLUTION – Authorization for Supplemental Budget - General Fund – Non-Departmental Resources and Non-Departmental Requirements

Mayor Pro Tem Freeman opened the Public Hearing.

Finance Director Tim Wood summarized his staff report. Staff provided additional information and fielded questions regarding the business grant, CARES funding, non-profits, and notifications.

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

Councilor Herrera moved that the Keizer City Council adopt a Resolution - Authorization for Supplemental Budget - General Fund – Non-Departmental Resources and Non-Departmental Requirements. Councilor Reid seconded. Motion passed as follows:

AYES: Reid, Freeman, Parsons, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark (1)

Authorization for Supplemental Budget - Water and Water Facility Fund	<u>Councilor Herrera moved that the Keizer City Council adopt a Resolution - Authorization for Supplemental Budget - Water and Water Facility Fund. Councilor Reid seconded. Motion passed as follows:</u> AYES: Reid, Freeman, Parsons, Herrera, Smith and Kohler (6) NAYS: None (0) ABSTENTIONS: None (0) ABSENT: Clark (1)
ADMINISTRATIVE ACTION	Mr. Eppley read his staff report.
a. RESOLUTION – Authorizing Mayor to Send Letter Regarding Proposed Siletz Tribe Casino	<u>Councilor Herrera moved that the Keizer City Council adopt a Resolution Authorizing the Mayor to Send Letter Regarding Proposed Siletz Tribe Casino. Councilor Reid seconded.</u> Discussion followed regarding the impact of comments and being community partners. <u>Motion passed as follows:</u> AYES: Reid, Freeman, Parsons, Herrera, Smith and Kohler (6) NAYS: None (0) ABSTENTIONS: None (0) ABSENT: Clark (1)
CONSENT CALENDAR	a. RESOLUTION — City Manager Evaluation b. RESOLUTION – City Attorney Evaluation c. RESOLUTION - Authorizing City Manager to Enter Agreement with Springbrook Software <u>Councilor Herrera moved that the Keizer City Council approve the Consent Calendar. Councilor Reid seconded.</u> Mr. Eppley noted that the new Springbrook system will include the new HRIS system. <u>Motion passed as follows:</u> AYES: Reid, Freeman, Parsons, Herrera, Smith and Kohler (6) NAYS: None (0) ABSTENTIONS: None (0) ABSENT: Clark (1)
COUNCIL LIAISON REPORTS	Councilor Kohler reported on the Traffic Safety/Bikeways/Pedestrian Committee meeting and in honor of Flag Day explained the significance of the 13 folds. Councilor Reid reported on meetings and events she had attended, announced that school has finished but the District is working on what to do in the fall, announced upcoming meetings, events and cancellations and wished all fathers a Happy Father's Day.

Councilor Herrera commended Councilor Reid and Lieutenant Copeland for attending the 'Black Lives Matter' protest and reported on meetings and events he had attended. Responding to a letter to Council which voiced opposition to broadcasting Council meetings in Spanish, he explained that this is an effort to include all people and to be a united community.

Councilor Parsons reported that the Chamber had officially cancelled Keizerfest for 2020 but the December parade is still planned. The Chamber is working hard to help businesses with grants.

Councilor Smith voiced support for Councilor Herrera regarding the letter about Spanish broadcasting, urged everyone to read the article in Keizertimes from Chief Teague, voiced support for the Keizer Police, urged everyone to be nice to servers, and congratulated retiree Scott Covern of Whiteaker Middle School.

Mayor Pro Tem Freeman shared information about the Planning Commission and the Charter Review, reported on the Marion County Commissioners' breakfast, announced that neighborhood associations do not meet in the summer and encouraged motorists to drive slowly.

OTHER BUSINESS Interim Community Development Director Shane Witham announced that there will be a public hearing in August to approve the area D master plan amendment. Staff is waiting for an intergovernmental agreement with the Department of Land Conservation and Development for updating the Housing Needs Analysis/Buildable Lands Inventory. This is related to a technical assistance grant which the City received to update that study based on work done to adopt the Revitalization Plan. In August the Planning Commission will begin work on the Floodplain Ordinance in response to an audit by FEMA.

Lieutenant Copeland thanked Council, City staff and the community for their support during these uncertain times, announced that recruitment is underway and explained the attributes that are solicited. Neighborhood Night Out has been postponed to the first Tuesday in October.

Public Works Director Bill Lawyer reported that Shoreline Drive will be closed to through traffic for a few weeks for storm drain line replacement.

WRITTEN COMMUNICATIONS Councilor Herrera questioned if the letter (referred to in his report above) would be read aloud. City Attorney Johnson explained that normally the mayor does not read long letters and this one was 4 pages long. City Recorder Tracy Davis noted that it and Councilor Herrera's response would be scanned and included as part of the packet which is posted on the City website.

AGENDA INPUT

- July 6, 2020 - 7:00 p.m. - City Council Regular Session
- July 13, 2020 - 6:00 p.m. – City Council Work Session
- July 20, 2020 - 7:00 p.m. - City Council Regular Session

ADJOURNMENT Mayor Pro Tem Freeman adjourned the meeting at 8:39 p.m.

MAYOR:

APPROVED:

~ Absent ~

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

Councilor #2 – Kim Freeman

Councilor #5 – Elizabeth Smith

Councilor #3 – Marlene Parsons

Councilor #6 – Daniel R. Kohler

Minutes approved: _____

Written Communications/Testimony and Submitted Documents



555 Court St. NE, Ste. 5230, Salem, OR 97301-3980 | 503-588-2424 PH 503-566-3933 FAX | Cherriots.org

June 26, 2020

Mayor Cathy Clark
City Of Keizer
930 Chemawa Road NE
Keizer, Oregon 97303

Dear Mayor Clark:

I wanted to personally thank you for your patronage of the Salem Area Mass Transit District and your role in helping us secure federal grant funding for the purchase of electric buses.

The U.S. Department of Transportation awarded Cherriots a Low-No Emission Program grant for \$3.5 million. This is a highly competitive grant and your letter of support for inclusion with our application was a contributing factor to our success.

The new funds will allow us to purchase five battery-electric Gillig buses, as well as the acquisition, construction, and installation of required supporting infrastructure.

One of the District's strategic goals is to be an environmentally responsible organization and the acquisition of battery-electric buses helps support this priority. This is an opportunity for us to test battery-electric buses and decide if we will purchase additional battery-electric buses in the future.

Thank you again for your partnership and for supporting public transportation services for the Mid-Willamette Valley.

Sincerely,

A handwritten signature in black ink, appearing to read 'Allan Pollock', is written over a faint, larger version of the same signature.

Allan Pollock

General Manager
allan.pollock@cherriots.org
503-361-2550

RE: 4th of July fireworks illegal fireworks

Cathy Clark

Sent: Monday, July 6, 2020 7:20 AM

To: Lynne Tognoli [yvhs70@gmail.com]

Dear Lynne,

I agree that the fireworks in the neighborhoods are horrible and were supposed to be illegal under Oregon law.

This year was particularly bad, as people followed orders to stay home to have their celebrations. My neighborhood, like yours, had fireworks going off for several nights in a row.

I am going to contact the Governor's office about this since the state ban on flying fireworks is something that has never been enforced or supported at the source and has not been supported by the community, as evidenced by community participation over the years.

thank you for sharing your thoughts and concerns.

Cathy

Cathy Clark, Mayor

clarkc@keizer.org

503-932-1731

From: Lynne Tognoli [yvhs70@gmail.com]

Sent: Saturday, July 4, 2020 9:42 PM

To: Cathy Clark

Subject: 4th of July fireworks illegal fireworks

Dear Mayor

Why are we allowing illegal fireworks every year in Keizer Or and why do we have to live in a war zone every 4th of July when these fireworks are going off into the air and mortars since Thursday before 4th of July up to 2a.m every day.

Houses shake windows shake and of course animals and on 13th Ave NE we are surrounded all around us with the illegal fireworks going off for several days and with the virus and being told to stay home wear masks

What about people with veterans who have post traumatic stress symptoms and the pound pound of these illegal fireworks

There is no control in Keizer Oregon

I thought Keizer was better than this

I guess not

Lynne Tognoli