Accessibility and Accommodation Requests
For questions about accessibility or accommodations for persons with disabilities, or to request a translator, interpreter, or other communication aids, please contact Melissa Bisset at 503-856-3412 or bissetm@keizeror.gov. The City of Keizer is committed to providing equal access to all public meetings and information per the requirements of the ADA and Oregon Revised Statutes (ORS). The Keizer Civic Center is wheelchair accessible.

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

AGENDA

KEIZER CITY COUNCIL
REGULAR SESSION

Monday, February 3, 2025
6:00 PM
Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **FLAG SALUTE**

4. **SPECIAL ORDERS OF BUSINESS**

   a. **Proclamation: Black History Month**

5. **COMMITTEE REPORTS**

   a. **Community Diversity Engagement Committee Appointments (CDEC)**

6. **PUBLIC COMMENTS**

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

7. **PUBLIC HEARINGS**

   a. **RESOLUTION - Supplemental Budget - Stormwater Fund - Workers Compensation**

   b. **RESOLUTION - Supplemental Budget - General Fund Police Operations - Insurance Proceeds**

8. **ADMINISTRATIVE ACTION**

   a. **Request to Join the Salem Chamber of Commerce**

   b. **Event Center Fee Waiver - Keizer Chamber of Commerce - State of the City**

   c. **Consider Proclamation Request from CASA of Marion County recognizing Foster Care Awareness Month (May 2025)**

d. **RESOLUTION - Claiming an Exception Under the Keizer Parks Matching Grant Program for Gold Star Memorial Monument**

e. **RESOLUTION - Authorizing Planning Director to Sign Intergovernmental Agreement for City of Keizer Transportation System Plan Community Engagement**

f. **RESOLUTION - Dissolving the Personnel Policy Committee; Repealing Resolutions R2009-1994 and R2023-3421**

g. **RESOLUTION - Resolution R2025-____ Amending the Keizer Public Art Commission (KPAC); Amending Resolution No. R2015-2552; Repeal of Resolution R2020-3059**

h. **Discussion Item - Potential Postponement of the Community Diversity Engagement Committee (CDEC) Meetings**

i. **RESOLUTION - Resolution R2025-___ Amending Community Diversity Engagement Committee; Amending Resolution R2021-3225**

j. **Discussion Item - Council Rules and Procedure**

9. CONSENT CALENDAR

a. **Approval of January 6, 2025 Regular Session Minutes**

b. **Approval of the January 18, 2025 Work Session Minutes**

c. **RESOLUTION - Authorizing the Finance Director to Enter into an Agreement with Stone Security for Milestone Care Premium Support Services**

10. OTHER BUSINESS

This time is provided to allow the Mayor, City Council members, or staff an opportunity to bring new or old matters before the Council that are not on tonight's agenda.

11. STAFF UPDATES

12. COUNCIL MEMBER REPORTS

13. AGENDA INPUT

- ***Monday, February 10, 2025 - 6:00 p.m. - City Council Work Session - Goal Setting, Review Proclamation List, Review of Boards, Commissions and Committees***
- ***Tuesday February 18, 2025 - 6:00 p.m. - City Council Regular Session***
- ***Monday, February 24, 2025 - 6:00 p.m. - Long Range Planning Task Force***

14. ADJOURNMENT

City of Keizer Mission Statement

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

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

Proclamation

***WHEREAS,** Black History Month celebrates rich cultural heritage, triumphs and adversities that are an integral part of our country's history; and,*

***WHEREAS,** fifty years after the first celebrations, then-President Gerald R. Ford officially recognized Black History Month at the country's 1976 bicentennial and called on Americans to "seize the opportunity to honor the too-often neglected accomplishments of Black Americans in every area of endeavor throughout our history"; and,*

***WHEREAS,** Dr. Carter G. Woodson, a founder of the Association for the Study of African American Life and History, first had the idea of this month-long celebration in 1926 out of concern that Black children were not being taught about their ancestors' achievements in American schools; and,*

***WHEREAS,** the 2025 theme is "African Americans and Labor" which "focuses on the various and potent ways that work and working of all kinds intersect with the experiences of Black people"; and,*

***WHEREAS,** 2025 marks the 100-year anniversary of the creation of Brotherhood of Sleeping Car Porters and Maids by labor organizer and civil rights activist A. Philip Randolph, which was the first Black union to receive a charter in the American Federation of Labor; and,*

***WHEREAS,** Martin Luther King, Jr incorporated issues outlined by Randolph's March on Washington Movement such as economic justice into the Poor People's Campaign, which he established in 1967; and,*

***WHEREAS,** the people of Keizer recognize and celebrate the accomplishments, contributions and achievements of our Black community members.*

***THEREFORE,** I, Cathy Clark, Mayor of the City of Keizer, do hereby proclaim the month of February 2025, as*

Black History Month

And urge all the people of Keizer to heed the call to study the history of Black Americans' responses and support efforts to establish safe spaces, institutions, communities, and homes, where Black life can be sustained, fortified, and respected.

***IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Keizer to be herein affixed this 3rd day of February 2025.*

MAYOR CATHY CLARK
City of Keizer, Oregon

City Council Meeting Date: February 3, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Melissa Bisset, City Recorder

Subject: Community Diversity Engagement Committee Appointments (CDEC)

Proposed Motion

I move to appoint ____________ to the Community Diversity Engagement Committee.

I. Summary

Council Members appoint members to the Community Diversity Engagement Committee (CDEC). Per the current adopted Council Rules of Procedure and CDEC Resolution, each Council member will make a one-member appointment to the Community Diversity Engagement Committee.

II. Background

A. On November 1, 2021, the Keizer City Council formed the CDEC under Resolution R2021-3225. At that time, the membership of CDEC was nine (9) voting members: two (2) voting City Council members, six (6) citizen-at-large members, and one (1) voting youth member. The terms of the citizen-at-large members were staggered, three year terms while the Council members terms were two year terms.

B. At a recent City Council general meeting, the Council asked that the CDEC structure mirror that of VCC.

C. The Council Rules of Procedure adopted, January 21, 2025, Section 18.2 state "Each Council member will make a one-member appointment to the Volunteer Coordinating Committee and the Community Diversity Engagement Committee as allowed in Council resolutions for a two-year term. If a Council member leaves office prior to the end of the Council member's scheduled term, the replacement Council member shall appoint a member to the Volunteer Coordinating Committee and the Community Diversity Engagement Committee. Except for Council members, all other applicants for City Boards, Commissions, Committees or any group (other than Council Work Groups, Task Forces, or Outside Committees) will be recommended by the members of the Volunteer Coordinating Committee who will receive, review, and process written applications and forward recommendations to the Council for appointment consideration, unless the Resolution, Ordinance, or State Statute defines the appointment process differently. For Council member appointments via

Council, these rules supersede any individual resolutions relating to specific committees."

III. Current Situation

A. Appointments are needed for the CDEC.

B. The term for CDEC members in the current Council Rules of Procedure are listed as two year terms.

C. The term for CDEC members in the current Resolution for the CDEC are listed as three year terms.

D. At a recent City Council general meeting, the Council asked that the CDEC structure mirror that of VCC. There is a Resolution later on this agenda that does just that. If passed, that Resolution will bring the term of appointment in line with the Council Rules of Procedure.

IV. Analysis

A. **Strategic Impact** -
NA

B. **Financial** -
NA

C. **Timing** -
There are current openings on the CDEC. If the Resolution later in the Council meeting is adopted, it calls for the appointments to be "announced and the term to begin at the first Council meeting in January of each odd numbered year, following the general election".

D. **Policy/Legal** - The Council Rules of Procedure and Resolution R2021-3225 explain how and when appointments are made to the CDEC.

V. Alternatives

A. Make the appointments to the CEDC.

B. Table the appointments for a later time.

VI. Recommendation

Staff recommends the Council bring both the Resolution and Council Rules of Procedure into alignment and follow the process for appointing members to the CDEC.

Attachments

None

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

City Council Meeting Date: February 3, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Tim Wood, Assistant City Manager

Subject: RESOLUTION - Supplemental Budget - Stormwater Fund - Workers Compensation

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Proposed Motion
I move the City Council adopt Resolution R2025-____ Authorization for Supplemental Budget - Stormwater Fund - Workers Compensation

I. Summary

The supplemental budget is to transfer $27,600 from contingency to personnel services to provide for workers compensation claims.

II. Background

A. The 2024-25 City of Keizer Adopted Budget provides appropriations for the base workers compensation premium. However when claims are received, the city is charged up to the maximum premium. This provides substantial cost savings in the event claims are not received.

III. Current Situation

A. The City has received claims in excess of the base premium amount and is now liable for claim costs up to the maximum premium amount.

B. The supplemental budget requires a public hearing that was noticed in the Keizertimes on January 24, 2025.

IV. Analysis

A. **Strategic Impact** - Not Applicable.

B. **Financial** - The supplemental budget will amend the 2024-25 - City of Keizer Adopted Budget by transferring $27,600 from contingency to personnel services in the Stormwater Fund.

C. **Timing** - The supplemental budget, if adopted, will impact the Fiscal Year 2024-25 - City of Keizer Adopted Budget.

D. **Policy/Legal** - Oregon Budget Law (ORS 294) provides that a supplemental budget may be adopted when an occurrence or condition that was not known at the time the budget was prepared requires a change in financial planning.

V. Alternatives

A. Adopt the attached resolution authorizing the supplemental budget to transfer $27,600 from contingency to personnel services in the Stormwater Fund to provide for workers compensation claims.

B. Take no action and City Staff will need to identify alternate appropriations available.

VI. Recommendation

Staff recommends the council open the public hearing, take any testimony, close the hearing and adopt Resolution R2025-____ Authorization for Supplemental Budget - Stormwater Fund Workers Compensation.

Attachments

1. RES_CC_Authorization for Supplemental Budget - Stormwater Fund Workers Compensation_02 03 2025

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CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-______________

AUTHORIZATION FOR SUPPLEMENTAL BUDGET - Stormwater Fund - Workers Compensation

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Keizer, that the following appropriations be made for fiscal year ending June 30, 2025:

	Adopted/ Amended Budget	Adjustment		Revised Budget
		Increase	Decrease	
Stormwater Fund				
Personnel Services	1,100,100	27,600	-	1,127,700
Contingency	149,100	-	27,600	121,500

This supplemental budget request is to transfer $27,600 from contingency to personnel services in the Stormwater Fund to provide for workers compensation claims.

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

PASSED this __________________ day of ______________________________, 2025

SIGNED this _________________ day of _____________________________, 2025

____

Mayor

____

City Recorder

City Council Meeting Date: February 3, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Andrew Copeland, Police Chief
Chris Nelson, CID Lieutenant

Subject: RESOLUTION - Supplemental Budget - General Fund Police Operations - Insurance Proceeds

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Proposed Motion
I move the City Council adopt Resolution R2025-_____ Authorization for Supplemental Budget - General Fund Police Operations - Insurance Proceeds.

I. Summary

The Keizer Police Department submitted two claims to CIS insurance for damages to police vehicles, which were determined to be total losses. CIS transferred a total payment of approximately $43,700 to the City of Keizer general fund. The PD is requesting that the insurance proceeds be recognized and appropriated for the PD vehicle maintenance budget.

II. Background

A. CIS Claim #98716 for 2018 Ford Explorer Police Cruiser, VIN No. GB12954. Insurance payment of $14,688.

B. CIS Claim #9864 for 2019 Ford Explorer Police Cruiser, VIN #GA20037. Insurance payment of $29,000.

C. Both vehicles were determined to be a total loss, possession and title transferred to CIS, and insurance payments were received by the City.

III. Current Situation

A. A total of $43,688 in insurance payments was received by the City of Keizer and placed in the general fund account.

B. The supplemental budget requires a public hearing that was noticed in the Keizertimes on January 24, 2025.

IV. Analysis

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

B. **Financial** - Recognize $43,700 insurance funds and appropriate to PD vehicle maintenance budget.

C. **Timing** - N/A

D. **Policy/Legal** - Oregon Budget Law (ORS 294) provides that a supplemental budget may be adopted when an occurrence or condition that was not known at the time the budget was prepared requires a change in financial planning.

V. Alternatives

A. Adopt the attached Resolution.

B. Take No Action. Insurance payment would remain in the City of Keizer general fund.

VI. Recommendation

Staff recommends that the City Council adopt the attached Resolution authorizing the City Manager to recognize and appropriate additional resources associated with CIS insurance claims.

Attachments

1. RES_CC_Authorization for Supplemental Budget - General Fund Police Operations Insurance Proceeds_02 03 2025

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____________

AUTHORIZATION FOR SUPPLEMENTAL BUDGET - General Fund Police Operations - Insurance Proceeds

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Keizer, that the following appropriations be made for fiscal year ending June 30, 2025:

	Adopted/ Amended Budget	Adjustment		Revised Budget
		Increase	Decrease	
General Fund Police Operations				
Police Miscellaneous Revenue	26,000	43,700	-	69,700
Materials and services	1,266,000	43,700		1,309,700

This supplemental budget request is to recognize and appropriate $43,700 of insurance proceeds in the General Fund Police Operations vehicle maintenance and repair budget.

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

PASSED this _________________ day of ____________________________, 2025

SIGNED this ________________ day of ___________________________, 2025

____
Mayor

____
City Recorder

City Council Meeting Date: February 3, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Tim Wood, Assistant City Manager

Subject: Request to Join the Salem Chamber of Commerce

Proposed Motion

I move that the City of Keizer join the Salem Chamber of Commerce.

I. Summary

At the January 21st meeting, the Council requested that city staff bring back information regarding the City of Keizer joining the Salem Chamber of Commerce.

The City Manager and Assistant City Manager met with the Salem Chamber of Commerce and went over the various membership options.

It was recommended that the City of Keizer, based on the number of employees, join the Salem Chamber of Commerce at the Convener level. The Convener level is $3,000 per year.

II. Background

A. At the January 21st meeting, the Council requested that city staff bring back information regarding the City of Keizer joining the Salem Chamber of Commerce.

B. The City of Salem, Marion County, Chemeketa Community College and Cherriots are also Salem Chamber of Commerce members.

III. Current Situation

A. The City Manager and Assistant City Manager met with the Salem Chamber of Commerce and went over the various membership options.

B. Membership benefits include (but not limited to):
   1. Member pricing on event tickets,
   2. Eligible to participate in Chamber sponsored events,
      1. Monthly Forum Speaker Series luncheons,
      2. Greeters, Salem's Premier Networking Event,
      3. Chamber Business Women,

        4. Salem Area Young Professionals,

3. Category listing on business directory,
4. Subscription to Online Update,
5. Quarterly 503 Magazine,
6. Mobile app listing,
7. Eligible to sponsor events, and
8. Advertising opportunities.

IV. Analysis

A. **Strategic Impact** - Not applicable

B. **Financial** - The Salem Chamber of Commerce membership fees is $3,000 per year.

C. **Timing** - Not applicable

D. **Policy/Legal** - Not applicable

V. Alternatives

A. Authorize the City of Keizer to join the Salem Chamber of Commerce.

B. Take no action.

VI. Recommendation

Staff recommends the Council authorize the City of Keizer to join the Salem Chamber of Commerce.

Attachments

None

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

City Council Meeting Date: February 3, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Tim Wood, Assistant City Manager

Subject: Event Center Fee Waiver - Keizer Chamber of Commerce - State of the City

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Proposed Motion

I move the City Council approve the requested waiver of the Event Center use fee of $650 but charge the refundable security deposit of $750 for the Keizer Chamber of Commerce - State of the City event on March 11, 2025.

I. Summary

The Keizer Chamber of Commerce has requested a waiver of the use fees for the annual State of the City lunch forum on March 11, 2025. The letter requesting the fee waiver is attached. The registration fee for the event is $15 for chamber members and $20 for nonmembers.

The Chamber has requested access to Iris B on March 11, 2025, from 10:00 am to 2:00 pm. The facility use fee for the time period is $375 or $93.75 per hour and includes the 25% discount for Keizer-based 501c non-profit organizations. In addition, the Chamber has requested use of the stage and AV equipment for $250. A refundable security deposit for the event is $750.

II. Background

A. On January 21, 2025, the Chamber submitted a letter requesting a use fee waiver for the Keizer Chamber of Commerce State of the City event on March 11, 2025.

B. The Keizer Chamber of Commerce had the use fees associated with this event waived in 2024.

III. Current Situation

A. The City has received and approved the Event Center Use Agreement dated June 12, 2024, for the March 11, 2025, event.

B. The Chamber of Commerce has supplied the applicable insurance documentation.

IV. Analysis

A. **Strategic Impact** - This event is a significant benefit to the Keizer Community.

B. **Financial** - The financial impact of this request is a reduction in use fee income of $650 for the Event Center.

C. **Timing** - Approval of this request will allow the Keizer Chamber of Commerce to move forward with the organization of this event.

D. **Policy/Legal** - Resolution R2024-3435 - Adopting Use Policies and Rates for the Keizer Event Center: Repealing Resolution R2023-3423, indicates that the City Council may reduce or waive rates, deposits or other costs for certain uses if, in the Council's sole discretion, the use is a significant benefit to the Keizer community considering such factors as the City's fixed and non-fixed costs, staff resources, wear and tear on the facility, and other factors deemed appropriate by Council.

V. Alternatives

A. Approve the waiver of the Event Center use fees of $650 but charge for the refundable deposit of $750.

B. Take no action and the City will charge the applicable use fees for access to the room.

VI. Recommendation

Staff recommends the City Council approve a waiver of the Event Center use fees of $650 but charge $750 for the refundable deposit for the Keizer Chamber of Commerce State of the City event on March 11, 2025.

Attachments

1. 03.11.2025 Keizer Chamber of Commerce_State of the City_Fee Waiver Request
2. RES_CC_R2024-3435_2023-01-02 - Adopting Use Policies and Rates for the Keizer Event Center_02 03 2025

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

KEIZER CHAMBER OF COMMERCE

4118 River Road N
Keizer, Oregon 97303
KeizerChamber.com

8/21/2024

To Mayor Cathy Clark, Council President Starr, City Councilors, City Manager Brown, and City Staff,

Each year the Keizer Chamber of Commerce partners with Mayor Cathy Clark to put on the State of the City Luncheon. The support and the partnership from the city for this event and many other events you allow us to hold here at the Event Center are greatly appreciated.

The Keizer Chamber would like to request the waiver of all fees acquired through the rental and use of the Event Center for the State of the City Luncheon. This would be incredible support for the Keizer Chamber to allow us to focus on planning the event and making it wonderful for the city and the citizens that attend.

Thank you so much for your consideration.

Sincerely,

1/21/2025

Corri Falardeau
Executive Director

503.393.9111

info@KeizerChamber.com

@KeizerChamber

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2024-3435

ADOPTING USE POLICIES AND RATES FOR THE KEIZER EVENT CENTER; **REPEALING RESOLUTION R2023-3423**

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

WHEREAS, the adopted policies for community use of city hall facilities has been amended several times with the last revision taking place in 2023;

WHEREAS, the City Council adopted the current use rates for the Civic Center Community Rooms pursuant to Resolution R2023-3423;

WHEREAS, the Keizer Community Center name has been used since the Civic Center was built in 2009;

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

WHEREAS, the City Council desires to amend the name, policies and fees;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Keizer Community Center shall be referred to as the Keizer Event Center and that staff is directed to revise all documentation referencing the name as agreements expire.

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

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

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

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

b. No person shall sell, give or otherwise make available any alcoholic beverage to a person under the age of 21 years.

c. No person shall sell, give or otherwise make available any alcoholic beverage to any person who is visibly intoxicated.

d. Alcoholic beverages are permitted only in the Keizer Event Center and the adjoining lobby areas. Alcoholic beverages are prohibited outdoors and in other areas of the building.

e. Alcoholic beverages are allowed only in conjunction with a reserved event and only after written approval has been given by the City.

f. Alcoholic beverages will be served only by a licensed and bonded server pursuant to all Oregon Liquor Control Commission laws and regulations.

g. Alcoholic beverages will be served only when acceptable Oregon Liquor Control Commission documentation has been provided to the City.

h. Alcohol Caterer/server shall secure at its own expense General Liability Insurance with minimum limits of $2,000,000.00 per occurrence and Liquor Liability Insurance with minimum limits of $2,000,000.00 per occurrence unless specified by a specific contract approved by the City Attorney. The insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon. The City of Keizer, its officers, agents, contractors, and employees shall be included as additional insured in said insurance policy. Evidence of the insurance and additional insured endorsement must be provided to City at least fourteen (14) days prior to the date of the event. As part of the event reservation process, the applicant and caterer/server shall agree to defend and indemnify the City, its employees, agents and contractors from any and all claims in connection with alcohol use on the premises.

i. The City Manager may place reasonable conditions on the event to protect persons and property.

Insurance Policies: The following regulations apply to clients' use of the Keizer Event Center and lobby:

a. The client shall, at its sole cost and expense, procure and maintain through the term of the rental a Commercial General Liability insurance

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

policy providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from the facilities used hereunder in the amount of $2,000,000, unless a different amount is approved by the City Attorney. The Commercial General Liability Insurance required shall be issued by an insurance company authorized to do business in the State of Oregon. The City of Keizer, its officers, agents, contractors, and employees shall be included as additional insured in said insurance policy. Client must provide the City with the proof of the insurance and additional insured endorsement evidencing such insurance at least fourteen (14) days prior to the date of the contracted event. Failure to provide the proof of insurance and endorsement will result in cancellation of the event.

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

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the following use rates are hereby established:

1. <u>Base Use Rates.</u> The following base use rates shall be charged for the Keizer Event Center:

   a. Small room (828 - 864 square feet) - $35.00 per hour with a three hour minimum.
   b. Medium room (2,556 - 2,769 square feet) - $125.00 per hour with a four hour minimum.
   c. Large ballroom (8,165 square feet) - $325.00 per hour with an eight hour minimum.
   d. Keizer-based 501(c) organizations may host fundraiser activities using two Medium rooms or the Large ballroom for a base use fee of $600.00. This fee shall include the use of the facility and amenities. The user will be responsible to pay all fees associated with required staffing and security. The use under this provision is limited to one (1) event per calendar year per Keizer-based 501(c) organization and is limited to a maximum of twelve (12) hours usage.
   e. Keizer residents and Keizer-based 501(c) non-profit organizations are entitled to a twenty-five percent (25%) discount on the base use rates outlined in 1(b) and 1(c) herein. Keizer residents' use is limited to personal, non-business use only, including, but not limited to birthday parties, anniversary parties, and baby showers. (Small rooms are not discounted.)

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

f. Government and quasi-government entities, e.g., City of Salem, Marion County, State of Oregon, Salem-Keizer School District, Keizer Fire District, Salem-Keizer Transit District, Keizer Chamber of Commerce, League of Oregon Cities, Mid-Willamette Valley Council of Governments, are entitled to a twenty percent (20%) discount on the base use rates outlined in 1(b) and 1(c) herein. (Small rooms are not discounted.)

g. City-hosted activities directly benefiting City operations are entitled to a fifty percent (50%) discount on the base use rates outlined in 1(b) subject to the following:

i. Registration fees charged to participants shall total no more than the actual out-of-pocket costs of the event.

ii. This discount is only available for one or two medium rooms. The large ballroom and small room rates are not discounted.

iii. For Friday, Saturday or Sunday dates, the event may not be reserved more than six (6) months prior to the event.

iv. No alcohol is allowed for City hosted events. Insurance is not required.

h. The above discounts are not transferrable.

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

a. City Meetings. City Council/Urban Renewal Agency meetings, City/Urban Renewal Agency committee, task force, or staff meetings, trainings, recruitments or exercises.

b. Neighborhood Associations. Recognized neighborhood associations may hold their regular meetings, up to twelve (12) meetings per year in one or two small rooms.

c. Keizer-based Youth Sports. Keizer-based youth sports organizations may hold up to three (3) events per year using one medium room or one or two small rooms.

d. Town Hall/Community Forums. City, Urban Renewal Agency, Salem Area Mass Transit District, Marion County, and other governmental agencies may hold town hall/community forums for the purpose of gathering public input.

e. Keizer Library. The Keizer library may hold up to two (2) book sale events per year using up to one medium room for up to three days.

f. City Employee/City Volunteer Training. Training and meetings for City employees or City volunteers are exempt. Other governmental employees or volunteers may also attend. No fee may be charged to

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participants other than the actual meal cost, if a meal is served.

g. City-Hosted Educational Outreach Events. No registration fee may be charged to the participants.

h. Outside Committees/Groups. With City Manager approval, organizations connected with the City or benefitting City residents such as Keizer United, Claggett Creek Watershed Council, and Community Emergency Response Team may hold one meeting per month in one or two small rooms. No registration fee may be charged to the participants.

3. Other Agreements Exempt. Organizations with specific agreements for Event Center Room use are not subject to the above rates. The City Manager is authorized to negotiate and reduce the use rates for organizations who request repeating scheduled use for a term not exceeding two (2) years.

4. Council Approved Uses. The City Council may reduce or waive rates, deposits or other costs for certain uses if, in the Council's sole discretion, the use is a significant benefit to the Keizer community considering such factors as the City's fixed and non-fixed costs, staff resources, wear and tear on the facility, and other factors deemed appropriate by Council.

5 Additional Facility Charges. The City Manager is authorized to adopt and impose surcharges for rental rates for additional facilities, including, but not limited to stages, audio/visual equipment, computer equipment, kitchen usage and additional labor expenses. The City Manager is authorized to impose deposits, fees or additional charges as City Manager may deem appropriate in their discretion.

6 Use Rates Subject to Facility Agreement. The use rates set forth herein are subject to the provisions of the Facility Use Agreement as authorized by the City Manager. The City Manager is authorized to amend the use rates if in the City Manager's discretion such amended rates provide increased transient occupancy taxes, other identifiable economic benefits to the citizens of the City as a whole, or other identifiable fiscal benefits to the City of Keizer administratively.

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that Resolution R2023-3423 (Adopting Use Policies and Rates for the Keizer Community Center Rooms; Repealing Resolution R2018-2932) is hereby repealed in its entirety except for already booked events.

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

PASSED this 2nd day of January, 2024.

SIGNED this 2nd day of January, 2024.

Cathy Clark

Mayor

Dawn Watson

Deputy City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

City Council Meeting Date: February 3, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Melissa Bisset, City Recorder

Subject: Proclamation Request from CASA of Marion County

Proposed Motion

If the Council wishes to approve the Proclamation Request - "I move to approve the Proclamation Request from CASA of Marion County recognizing Foster Care Awareness Month at the _______ City Council Meeting."

I. Summary

On Monday, January 27, a request for a proclamation was emailed to Mayor Cathy Clark and forwarded to the City Recorder. The request is from Vanessa Nordyke, JD, Executive Director of CASA of Marion County for a proclamation in recognition of Foster Care Awareness Month in May 2025. Ms. Nordyke has asked to present and have the proclamation read at a City Council meeting in late April or May.

II. Background

A. The Keizer Council Rules of Procedure, Section 14.1 and 14.2 outlines the process for proclamation requests and readings.

III. Current Situation

A. A proclamation request has been submitted by CASA of Marion County in recognition of Foster Care Awareness Month in May 2025. Ms. Nordyke has asked to present and have the proclamation read at a City Council meeting in late April or May.

B. A draft of the proposed proclamation submitted by CASA of Marion County is attached to this Staff Report.

IV. Analysis

A. **Strategic Impact** -
NA

B. **Financial** -
NA

C. **Timing** -

i. One proclamation is scheduled for the April 1 City Council Meeting - Child Abuse Prevention Month.

ii. There are no proclamations currently scheduled for the April 21 City Council Meeting.

iii. There are three proclamations scheduled for May 6 - Older Americans Month, Asian Pacific Heritage Month, and Jewish American Heritage Month.

iv. There are no proclamations scheduled for the May 19 City Council Meeting.

D. **Policy/Legal** -

i. Council Rules of Procedure, Section14.1 - Request for Proclamations – Local organizations or residents requesting proclamations that proclaim a specified date or dates to recognize the efforts of various community groups and individuals on certain projects, shall be filed with the City Recorder. Upon receipt, the City Recorder will notify the Council of the request. If the Council approves the request, the City Recorder will prepare the proclamation for the Mayor's signature. The Mayor will issue and read the proclamations.

ii. Council Rules of Procedure, Section 14.2 - Reading of Proclamations – No more than one proclamation will be read at each meeting. It will be at the discretion of the Council if a proclamation will be read at a City Council meeting or presented to the organization or group. It is preferred that a representative of the requesting organization be present to receive the proclamation. Any proclamation that is approved, but not on the pre-approved list, the phrase "Here with the Council" shall be removed from the proclamation. Any presentation shall be limited to five minutes unless consent for more time is given by the Council.

V. Alternatives

A. Council approve the request and schedule the date of the proclamation reading.

B. Council deny the request and no proclamation will be issued.

VI. Recommendation

Staff recommends the Council discuss the Proclamation Request and make a motion to approve or deny the request.

Attachments

1. PROC_Draft - Foster Care Awareness Month Proclamation_02 03 25

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

PROCLAMATION

WHEREAS: Oregon's children are all of our children, and we have a responsibility to create safe, nurturing environments that enable them to thrive; and

WHEREAS: Dedicated resource families and relative caregivers work tirelessly to provide children a secure and nurturing environment and give young people in foster care the love, warmth, safety, care, and support they need; and

WHEREAS: In Oregon there are children and young people waiting for loving families to support them during their time in care, and it is important to ensure all qualified resource families and relative caregivers have the opportunity to serve, regardless of race. religion. sexual orientation. gender identity, or marital status, and that no barriers exist as we invest in efforts to retain our current families and recruit more families for children and young people in foster care; and

WHEREAS: There are many ways to help our children, including by providing respite care, volunteering as a Court Appointed Special Advocate, and taking a role as a caseworker; and

WHEREAS: Individuals and public and private organizations can help by increasing public awareness of the need for more resource families, caregivers, and community support of children in foster care.

NOW, THEREFORE: I, Mayor of _____, , hereby proclaim **May 2025** to be

FOSTER CARE AWARENESS MONTH

and encourage everyone to join in this observance.

City Council Meeting Date: February 3, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Bill Lawyer, Public Works Director

Subject: Gold Star Memorial Funding

Proposed Motion

I move the City Council adopt Resolution R2025-____ Claiming an Exception Under the Keizer Parks Matching Grant Program for Gold Star Memorial Monument.

I. Summary

The Parks & Recreation Advisory Board heard testimony at the January 14th, 2025 meeting from the Keizer Gold Star Families Memorial Monument Committee requesting $10,000 in funds for the Gold Star Family Monument project. The request was made through the Parks Grant application process. The Parks Grant program is a reimbursement grant program, and the request made was for the funding to be available to place the order for the monument in April 2025. The Keizer Gold Star Memorial Monument Committee has raised $10,000 to date as a match for the project. The Parks & Recreation Advisory Board approved a motion recommending the City Council consider a policy exception to allow the funds to be provided for the project.

II. Background

A. The Keizer Gold Star Families Memorial Monument Committee has received approval and support from the City Council to place a Gold Star Memorial in Ryan J. Hill Memorial Park.

B. The committee has raised $10,000 in funds for the project.

C. The committee's goal is to have the Memorial completed by September 28th, 2025, which is the Gold Star Mother's & Family Memorial Day.

III. Current Situation

A. Work has begun preparing the site for the memorial to be installed.

B. Fundraising efforts continue by the committee to reach their goal.

C. The Parks & Recreation Advisory Board approved a motion to approve the $10,000 for the matching grant and request Council's exception to the policy to pay in advance of completion of the project.

IV. Analysis

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

B. **Financial** - Funds are available in the FY24/25 City Council adopted Parks Services Fund, specifically the Grant Program line item.

C. **Timing** - Approval of this policy exception will allow the monument to be ordered in time to meet the goal of completing the memorial by September 2025.

D. **Policy/Legal** - City Council approval is needed to allow this policy exception.

V. Alternatives

A. Adopt the attached Resolution.

B. Do nothing.

VI. Recommendation

Staff recommends the City Council adopt the attached Resolution approving a policy exception to the Parks Grant program to allow funds to be provided for the Gold Star Memorial project.

Attachments

1. Resolution R2014-2478 - Adopting Policies for Keizer Parks Matching Grant Program
2. Resolution R2024-3512 - Supporting Placement of Gold Star Memorial Monument
3. RES_CC_Claiming Exception for Gold Star Memorial Monument_2 3 2025

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2014-2478

ADOPTING POLICIES FOR KEIZER PARKS MATCHING GRANT PROGRAM

WHEREAS, the Keizer Parks and Recreation Advisory Board requested that the City of Keizer establish a Keizer Parks Matching Grant Program that endeavors to create opportunities to work with local citizens to improve the quality of the parks system;

WHEREAS, the City Council desires to adopt a policy that allows the Keizer Parks Matching Grant Program to operate in a fair and efficient manner;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the policy relating to the Keizer Parks Matching Grant Program attached as Exhibit "A" and by this reference incorporated herein is hereby adopted.

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

PASSED this 7th day of July, 2014.

SIGNED this 7th day of July, 2014.

Mayor

City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

CITY OF KEIZER
KEIZER PARKS IMPROVEMENT
PARKS MATCHING GRANT PROGRAM

The City of Keizer, through its City of Keizer Parks and Recreation Advisory Board, endeavors to create opportunities to work with local citizens through a "Parks Matching Grant Program" to improve the quality of the parks system.

Each year, the Budget Committee and the City Council will consider the recommendation of the Keizer Parks and Recreation Advisory Board with regard to the total amount to budget for the Parks Matching Grant Program for the upcoming fiscal year. The Keizer Parks and Recreation Advisory Board (hereinafter "Board") will have authority to approve grants each fiscal year up to the amount budgeted. All requested projects must meet the requirements set forth herein.

Each year, the Board will solicit applications from citizens for projects that will benefit parks in Keizer. To be eligible, the project must qualify under one or more of the following categories:

1. Projects that are listed in the Keizer Parks Master Plan, or;
2. Projects that qualifies as a City of Keizer standard park amenity, or;
3. Projects that would improve a park or parks in Keizer.

Applications must be received two (2) weeks prior to the next Board meeting in order to be considered at that meeting. Applications can be submitted via electronic submission, or a hard copy can be hand delivered or mailed, but must be received by the deadline set to be considered at the next Board meeting. Applications shall be submitted on a city-approved form. All applications must be addressed to Deputy City Recorder.

Completed applications received by the deadline will be considered at the next Board meeting. Applicants (or an authorized representative) must attend to be eligible, unless the Board votes to waive such appearance. A Board member cannot be an applicant.

The Public Works Director or designee shall work with the applicant to make the applications and proposed budgets complete prior to the application being considered by the Board. Projects must meet all local, state, and federal laws for parks and recreation facilities to be considered.

The Board will review each proposal and make a determination on the proposal based on the following criteria:

1. Projects that benefit the greatest number of Keizer residents and provide the "best bang for the buck";
2. Identified need for the project;
3. Likelihood the project can be accomplished on time and on budget;

4. Other projects that have been considered and deferred (see below);
5. Whether the proposed project is identified in the Parks Master Plan;
6. Any other criteria the Board believes are appropriate to consider.

The Board shall give more weight to projects that are identified in the Parks Master Plan.

The Board may approve or deny the proposal, or they may approve it with conditions. The Board may also defer decision on the proposal due to timing of the season or concern that other proposed or deferred projects would not be able to be funded. In such case, the Board may consider the deferred project in the same or next fiscal year. The maximum total grant awards cannot exceed the amount budgeted by the Keizer City Council each fiscal year.

Once an application has been approved, a meeting shall be set up between the Project Director and the Public Works Director or designee to explain the process for making donations and submitting funds toward the project, as well as to report progress being made. Prior to beginning the project, the Public Works Director must approve an itemized list of materials.

These are strictly reimbursement grants. Applicant will need to complete the project, have the project accepted by the City, and provide appropriate copies of receipts for materials and other costs associated with the project to receive reimbursement. The project is subject to city audit and receipts must be approved by the Finance Director.

KEIZER PARKS IMPROVEMENT
MATCHING GRANT PROGRAM APPLICATION

All areas must be filled in and signed before submission.
Please deliver to City Hall at 930 Chemawa Road, Keizer Attention: Debbie Lockhart

Name of Organization or Individual	Address
	Phone
	Email
Project Director	Address
	Phone
	Email
Project Name	Proposed Park Site:
Is the project identified in the current Parks Master Plan? (example: vegetative buffer along River Road at Meadows Park) ☐ Yes ☐ No	
Estimated project start date:	Estimated project completion date:
Budget: Parks Board Matching Grant	$
Private Cash/Materials Donations	$
Corporate Sponsorship	$
Labor (estimated value)	$
Total:	$
Will a recognition sign be required? ☐ Yes ☐ No	
Type of Project: (check all that apply) ☐ New Park Feature(s) ☐ Replacement of Existing Park Feature ☐ Park Rehabilitation ☐ Other	
Project Description: Describe the project for which the matching grant funds are requested including a description of labor and materials needed for completion of the project, a cost estimate for project completion if available, impact on the community, involvement of the organization itself and its volunteers. Attach additional pages if necessary.	
*Successful applicants will be expected to follow all applicable city/state requirements/laws. *Grants will be withdrawn and recipients will be required to reapply for funds if the project is not completed thirty (30) days after the estimated completion date noted above.	
Signature *(electronic signature accepted)*	Date

Applications must be received by the first Tuesday of the month in order to be considered at the next Parks Board meeting (second Tuesday of each month).

KEIZER PARKS & RECREATION ADVISORY BOARD
GRANT PROGRAM

The City of Keizer Parks and Recreation Advisory Board endeavors to create public/private partnerships with local citizens through a "Parks Matching Grant Program" to improve the quality of the parks system. The Board wants to engage motivated residents to get the best 'bang for the buck' with the limited resources available."

- Award of the grants will be by "weight" with projects on the Master Plan receiving more weight than those not included in the Master Plan.
- Testimony will be received from applicants with the Board evaluating each application according to the "best bang for the buck" and the benefit to the greatest number of Keizer residents.
- There will be no minimum or maximum amount (aside from the total available)
- Firm start and completion dates must be provided by the applicant
- Funding must be complete by June 30 of the budget year
- Applications will not be limited to one project
- Applicants may apply for more than one grant
- Grants are reimbursement grants. Applicant will need to complete the project, have it accepted by the City, and provide copies of receipts for materials and other costs associated with the project to receive reimbursement.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2024-3512

SUPPORTING PLANS FOR PLACEMENT OF GOLD STAR MEMORIAL MONUMENT AT RYAN J. HILL MEMORIAL PARK

WHEREAS, the mother of Ryan J. Hill approached the City requesting that a Gold Star Memorial Monument be placed at Ryan J. Hill Memorial Park;

WHEREAS, the Keizer Parks and Recreation Advisory Board recommends the placement of a Gold Star Memorial Monument to be placed at Ryan J. Hill Memorial Park;

WHEREAS, it is recommended that the placement of the monument is where the existing water feature and landscaping is located in the southern portion of the park;

WHEREAS, the Woody Williams Foundation, a 501c3 non-profit organization will be coordinating the installation of the monument with the support of the City;

WHEREAS, the Keizer City Council has considered the request and wishes to support the proposal;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the proposal to locate a Gold Star Memorial Monument at Ryan J. Hill Memorial Park is hereby accepted and supported by the City Council.

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

BE IT FURTHER RESOLVED that any and all expenses connected with the production and placement of the monument shall be paid by grant funds acquired by the Woody Williams Foundation or City.

BE IT FURTHER RESOLVED that the final location of the Gold Star Memorial Monument at Ryan J. Hill Memorial Park is to be determined and approved by the Public Works Director/City Manager.

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

PASSED this 7th day of October, 2024.

SIGNED this 7th day of October, 2024.

Cathy Clark
Mayor

Melissa Bisset
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

CLAIMING AN EXCEPTION UNDER THE KEIZER PARKS MATCHING GRANT PROGRAM FOR GOLD STAR MEMORIAL MONUMENT

WHEREAS, the City Council adopted Resolution R2014-2478 adopting policies for Keizer Parks Matching Grant Program;

WHEREAS, the Keizer Parks Matching Grant Program is a reimbursement program;

WHEREAS, the City Council adopted Resolution R2024-3512 supporting the placement of Gold Start Memorial Monument at Ryan J. Hill Memorial Park;

WHEREAS, the Keizer Gold Star Families Memorial Monument Committee applied for a grant of $10,000 from the Parks and Recreation Advisory Board;

WHEREAS, the request made is for the funding to be available to place the order for the monument in April 2025 instead of upon receipts;

WHEREAS, the City Council has considered the matter and determined that making the grant funds available before receiving receipts for the Gold Star Memorial Monument is appropriate;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that an exception be made to the Keizer Parks Matching Grant Program for the Gold Star Memorial

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

Monument and that the $10,000 be provided to the Keizer Gold Star Families Memorial Monument Committee immediately to allow for the ordering of the monument.

BE IT FURTHER RESOLVED that the Keizer Gold Star Families Memorial Monument Committee be required to submit a receipt to the City upon ordering of the monument.

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

PASSED this __________ day of _________________, 2025.

SIGNED this __________ day of _________________, 2025.

____
Mayor

____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

City Council Meeting Date: February 3, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Shane Witham, Planning Director

Subject: IGA with State of Oregon: TSP Engagement and Equity Analysis

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Proposed Motion

I move the City Council adopt Resolution R2025-___ Authorizing Planning Director to Sign Intergovernmental Agreement for City of Keizer Transportation System Plan Community Engagement.

I. Summary

This Intergovernmental Agreement (IGA) will provide consultant services to assist the City in creating a Community Engagement Plan (CEP) for completing a major update to the City's Transportation System Plan (TSP). In addition, the consultant will develop a Major Equity Analysis Memo. The Community Engagement plan will identify activities focused on engaging Underserved Populations. These requirements are part of the Climate Friendly and Equitable Communities (CFEC) rules for jurisdictions to adhere to when updating a TSP.

II. Background

A. The purpose of this IGA is to receive consultant support to create a Community Engagement Plan and perform a Major Equity Analysis (which is required by OAR 660) as a part of the process for updating the Transportation System Plan. This is a new requirement implemented by OAR 660 as part of the CFEC rules in order to assure equitable engagement in the planning process.

B. This agreement is between the City of Keizer and DLCD (Department of Land Conservation and Development)

C. Though this project is related to other CFEC work, it is distinct and specific to completing a major update to the City's Transportation System Plan.

III. Current Situation

A. Staff has been inundated with several aspects of the CFEC rules and lacks capacity and expertise to effectively accomplish all of the things required by the OAR's. In addition, in consultation with ODOT, it was determined that DLCD would be able to provide funding for this work, which will allow flexibility in funding the consultant work for completing a TSP update.

B. This IGA will provide technical resources to staff through consultant services, which will help us remain in compliance with the rules and will provide a framework for community engagement as we pursue a TSP update.

C. The IGA needs to be signed, so the process can continue to move forward. It is important that we obtain consultant services to complete this work, as this will allow for DLCD to fund this portion of the work.

IV. Analysis

A. **Strategic Impact** - None

B. **Financial** - There is no direct financial impact on the City. Staff time and participation is required, but without the technical assistance afforded by the IGA, it would be significantly more.

C. **Timing** - It is important for the IGA to be signed as soon as possible. Work has begun in good faith, since DLCD is the one actually hiring the consultants and providing the resources to do the work. The IGA obligates the City to participate in the process, but does not obligate us beyond that.

D. **Policy/Legal** - This no cost IGA is a requirement of DLCD to obtain consultant services.

V. Alternatives

A. Adopt the attached Resolution

B. Direct staff to not sign the IGA. It is possible that this may ultimately result in the City being out of compliance with the adopted CFEC rules, and being unable to pursue and complete an update to the TSP.

VI. Recommendation

Staff recommends that Council adopt the attached Resolution.

Attachments

1. RES_CC_IGA for Transportation System Plan Community Engagement_2 3 2025
2. EXH_CC_IGA for Transportation System Plan Community Engagement_2 3 2025

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

AUTHORIZING PLANNING DIRECTOR TO SIGN INTERGOVERNMENTAL AGREEMENT FOR CITY OF KEIZER TRANSPORTATION SYSTEM PLAN COMMUNITY ENGAGEMENT

WHEREAS, the Department of Land Conservation and Development (DLCD) is assisting cites in implementing Climate-Friendly and Equitable Communities rules;

WHEREAS, the rules require that cities create a Community Engagement Plan for a major Transportation System Plan update;

WHEREAS, projects are being financed with State of Oregon General Funds;

WHEREAS, state funds are paid under the Intergovernmental Agreement (IGA) to Kearns & West, Inc. who will assist the City as described in the IGA;

WHEREAS, the City is not required to apply for funds or match funds;

WHEREAS, the State 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 Intergovernmental Agreement;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Planning Director is authorized to sign the attached Intergovernmental Agreement for City of Keizer Transportation System Plan Community Engagement.

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

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

PASSED this __________ day of _________________, 2025.

SIGNED this __________ day of _________________, 2025.

____
Mayor

____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

INTERGOVERNMENTAL AGREEMENT

DLCD IGA No. 23140

City of Keizer Transportation System Plan Community Engagement

This Agreement is between the State of Oregon acting by and through its Department of Land Conservation and Development ("Agency" or "DLCD") and City of Keizer ("Local Government" or "City"), each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110.

SECTION 2: PURPOSE

The project aims to create a Community Engagement Plan for a major Transportation System Plan update in the City. The Community Engagement Plan will identify activities focused on engaging Underserved Populations.

The project also aims to assist the City in developing a Memo required under Oregon Administrative Rule ("OAR") 660-012-0135.

For both parts of the project, particular attention must be paid to:

- Centering the voices of Underserved Populations;
- Ensuring the public is meaningfully engaged in the decision-making process; and
- Concluding the work by **June 30, 2025.**

The Consultant shall use relevant information and methods from DLCD guidance on OAR 660-012-0135 and the DLCD *Equitable Engagement Toolkit* and current community engagement best practices to:

- Prioritize community-led engagement for the decision-making process with specific attention to Underserved Populations;
- Engage in outreach activities with Underserved Populations;
- Consider the effect of plans, policy, and public investments on Underserved Populations; and
- Include decision-making factors that recognize historic and current inequities in order to reduce them.

This project is financed with State of Oregon General Funds. State funds are paid under this Agreement by DLCD to Kearns & West, Inc. ("Consultant" or "Contractor"), who will assist the City as described in the Statement of Work ("SOW") below. No funds will be given to the City for tasks outlined in this Intergovernmental Agreement ("IGA") or any expenses incurred by the City as a result of this Agreement.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on the date of the last signature ("Effective Date"), and terminates on **June 30, 2025**, unless terminated earlier in accordance with Section 16.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency's Authorized Representative is:

Evan Manvel, Climate Mitigation Planner
635 Capital Street NE, Suite 150,
Salem, OR 97301
Phone: (971) 375-5979
Evan.manvel@dlcd.oregon.gov

4.2 City's Authorized Representative is:

Shane Witham, Planning Department Director
930 Chemawa Road NE
Keizer, OR 97303
(503) 390-8288
withams@keizeror.gov

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Local Government shall perform the work set forth on Exhibit A, attached hereto and incorporated herein by this reference.

5.2 Agency shall pay Local Government as described in Section 6.

SECTION 6: COMPENSATION AND PAYMENT TERMS

Each Party shall assume its own costs of carrying out the tasks and responsibilities assigned to it under this Agreement. Under no circumstances is the City responsible for payment of costs incurred under the contract between DLCD and the chosen Consultant.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Local Government represents and warrants to Agency that:

7.1 Local Government is a city duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;

7.2 The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;

7.3 This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;

7.4 Local Government has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and

7.5 Local Government shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

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 Local Government.

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be 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 Local Government that arises from or relates to this Agreement shall 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 shall be brought and conducted solely and exclusively within the

United States District Court for the District of Oregon. In no event shall 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. LOCAL GOVERNMENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: OWNERSHIP OF WORK PRODUCT

9.1 As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:

9.1.1 "**Local Government Intellectual Property**" means any intellectual property owned by Local Government and developed independently from the work under this Agreement.

9.1.2 "**Third Party Intellectual Property**" means any intellectual property owned by parties other than Local Government or Agency.

9.1.3 "**Work Product**" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Local Government is required to deliver to Agency under this Agreement, and all intellectual property rights therein.

9.2 All Work Product created by Local Government under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Agency. Agency and Local Government agree that any Work Product that is an original work of authorship created by Local Government under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by Local Government under this Agreement is not "work made for hire," Local Government hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by Local Government under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon DLCD's reasonable request, Local Government shall execute such further documents and instruments necessary to fully vest such rights in Agency. Local Government forever waives any and all rights relating to Work Product created by Local Government under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If the Work Product created by Local Government under this Agreement is a derivative work based on Local Government Intellectual Property, or is a compilation that includes Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Local Government Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

If the Work Product created by Local Government under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Local Government shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the Third party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

9.3 If Work Product is Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Local Government Intellectual Property, and to authorize others to do the same on Agency's behalf.

9.4 If Work Product is Third Party Intellectual Property, Local Government shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.

9.5 If state or federal law requires that Agency or Local Government grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Local Government shall 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: CONTRIBUTION

10.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 10 with respect to the Third Party Claim.

10.2 With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Government on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

10.3 With respect to a Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Local Government's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 11: LOCAL GOVERNMENT DEFAULT

Local Government will be in default under this Agreement upon the occurrence of any of the following events:

11.1 Local Government fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;

11.2 Any representation, warranty or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Government is untrue in any material respect when made;

11.3 Local Government (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or

11.4 A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local Government under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 12: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 13: REMEDIES

13.1 In the event Local Government is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both. 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.

13.2 In the event Agency is in default under Section 12 and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Local Government's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against Local Government, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 13.2, Local Government shall promptly pay any excess to Agency.

SECTION 14: RECOVERY OF OVERPAYMENTS

If payments to Local Government under this Agreement, or any other agreement between Agency and Local Government, exceed the amount to which Local Government is entitled, Agency may, after notifying Local Government in writing, withhold from payments due Local Government under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 15: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM 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 AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 16: TERMINATION

16.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

16.2 Agency may terminate this Agreement as follows:

16.2.1 Upon 30 days advance written notice to Local Government;

16.2.2 Immediately upon written notice to Local Government, 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 Agreement;

16.2.3 Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

16.2.4 Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government; or

16.2.5 As otherwise expressly provided in this Agreement.

16.3 Local Government may terminate this Agreement as follows:

16.3.1 Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;

16.3.2 Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned funding source;

16.3.3 Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

16.3.4 As otherwise expressly provided in this Agreement.

16.4 Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Local Government under this Agreement.

SECTION 17: INSURANCE

Local Government shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

SECTION 18: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement 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 Agreement. Nothing in this Agreement 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.

SECTION 19: AMENDMENTS

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

SECTION 20: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. 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. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 21: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 22: SEVERABILITY

The Parties agree that if any term or provision of this Agreement 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 Agreement did not contain the particular term or provision held to be invalid.

SECTION 23: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 24: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

SECTION 25: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 26: INTENDED BENEFICIARIES

Agency and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement 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 Agreement.

SECTION 27: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 28: ASSIGNMENT AND SUCESSORS IN INTEREST

Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 29: SUBCONTRACTS

Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.

SECTION 30: TIME IS OF THE ESSENCE

Time is of the essence in Local Government's performance of its obligations under this Agreement.

SECTION 31: MERGER, WAIVER

This Agreement 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 Agreement. No waiver or consent under this Agreement 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. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 32: RECORDS MAINTENANCE AND ACCESS

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that 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. Local Government shall 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 Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 33: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 34: ADDITIONAL REQUIREMENTS

Local Government shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

SECTION 35: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work), Exhibit B (Insurance), and Exhibit C (Additional Requirements).

SECTION 36: SIGNATURES

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

STATE OF OREGON acting by and through its Department of Land Conservation and Development

____ ____________________

Matthew Crall, Planning Services Division Manager Date

City of Keizer

____ ____________________

Shane Witham, Planning Department Director Date

EXHIBIT A

STATEMENT OF WORK

Project Summary

The City is engaging with Consultant to complete the Tasks and Deliverables described in this Statement of Work in completing a major update to the City's Transportation System Plan (TSP), to include a Community Engagement Plan (CEP) and developing a Major Equity Analysis Memo ("Memo").

This planning effort may generate significant public interest. This project aims to help ensure the public is engaged in the Transportation System Plan update process and meet rule requirements to center the voices of Underserved Populations in the process.

For the purpose of this Statement of Work, "Underserved Population" or "Underserved Community" refers to specific local cultural or demographic populations identified in the Climate-Friendly Equitable Communities rule OAR 660-012-0125.

Task 1: Project Management

This task requires the creation of an overview memo to complete the work in Task 2 and Task 3 before June 30, 2025, and includes ongoing Project Management Team ("PMT") check-ins.

Task 1.1 Overview Memo

Consultant shall prepare an overview memo that includes a project approach that identifies major milestones and provide it one week prior to PMT meeting #1.

Task 1.2 Project Kick-Off

Consultant shall schedule and conduct PMT meeting #1 with the City to confirm project objectives, discuss issues, and review approach.

At the first PMT meeting, Consultant shall review the requirements of the Major Equity Analysis and the best practices in equitable engagement, Consultant responsibilities and anticipated City participation for completing this work promptly, and a schedule for completion of Task 2 and Task 3.

Task 1.3 Project Management Team Meetings

Consultant shall schedule and conduct up to eight additional PMT meetings to review progress on Task 2 and Task 3.

Consultant shall send out agendas at least one week in advance of all meetings and notes within one week after the meeting. City Project Manager is anticipated to attend all PMT meetings.

Task 2 Community Engagement Plan

Consultant shall coordinate with City to create a Community Engagement Plan to guide the equitable engagement work during the City's major update of its Transportation System Plan under OAR 660-012-0105(2).

Consultant shall detail in the Community Engagement Plan, the plan's goals and the strategies that will be used to involve the community throughout the project, centering the voices of Underserved Populations consistent with OAR 660-012-0130. This must include, at a minimum, strategies to inform underserved populations about choices being made in the planning process, provide meaningful opportunities to inform the project goals and outcomes, the planning process, and provide an equitable decision-making role to the extent possible. Community engagement strategies may include interviews, working groups, intercept surveys, focus groups, public open houses/workshops, online engagement, project articles, factsheets, and other means to engage the public throughout the process. Such efforts must include interpretation and translation as needed to ensure participation and are the responsibility of the Consultant.

The Community Engagement Plan must include, but is not limited to:

- Community engagement process goals;
- Decision-making framework, including roles of groups and committees;
- Key messages for project website;
- Engagement strategies for Underserved Populations, the general public, local agencies, and community partners; and
- Engagement methods to gather qualitative information, including lived experience, from the community and particularly Underserved Populations.

Task 2.1 Collection of Background Information from City

City will provide Consultant the draft Scenario Planning Engagement Plan and final Climate-Friendly Area Engagement Plan. Consultant shall designate a PMT meeting to discuss with the City their past experiences, successes and challenges in engaging Underserved Populations.

Task 2.2 Draft Community Engagement Plan

Based on the previous engagement plans and interviews with Underserved Populations in Task 3.3, Consultant shall create a Transportation System Plan Engagement Plan. The plan shall include clear questions to ask during community engagement meetings and other efforts.

Consultant shall provide the draft Community Engagement Plan to the City and DLCD for their review.

Task 2.3 Final Community Engagement Plan

The City and DLCD will review the draft Community Engagement Plan and provide Consultant with suggestions for improvements.

Consultant shall prepare a final Community Engagement Plan based on feedback received and submit it to PMT within two weeks of receiving the comments.

Task 2 City Deliverables and Anticipated Timelines:

- *Review of Community Engagement Plan* *by May 10, 2025*

Task 3 Major Equity Analysis Memo

Consultant shall conduct initial activities to inform a Memo for the City that covers subsections (a) and (b) of OAR 660-012-0135(3).

Consultant shall provide the Memo and Community Engagement Plan to the City in order guide engagement with Underserved Populations in the questions of performance measures and community outcomes.

Task 3.1 Demographic Profile and Spatial Mapping

Consultant shall coordinate with City to collect demographic data helpful to the Major Equity Analysis, including any spatial mapping. Consultant shall build a two-to-six-page demographic profile of the City, including spatial distributions as available highlighting concentrations of Underserved Communities significantly higher or lower than the City as a whole.

Task 3.2 Summary of Key Past and Present Land Use, Transportation and Housing Decisions

Consultant shall coordinate with City to collect any relevant plans or documents including at least one comprehensive plan and Transportation System Plan from each decade of its history, and, if available, at least one local zoning or comprehensive plan covering the area prior to its 1982 incorporation as a City.

Consultant shall review past local comprehensive plans and Transportation System Plans to capture high-level local decisions made on land use, transportation, and housing, particularly capital investments, zoning and analyze which populations were served and harmed by those decisions. Consultant shall review how current and past racism impacted those decision.

Consultant shall coordinate and host one group interview with City staff to gather qualitative and quantitative information about past and present land use, transportation, and housing decisions.

Consultant shall document the analysis of findings in the form of a key land use, transportation, housing decisions summary document.

Consultant shall consider at a minimum:

- Decisions were made when first adopting zoning in the community. How zones and neighborhoods were defined, and why the reasons for defining those zones and neighborhoods. Major changes have happened since adopting that first zoning map.

- The status of federal recognition of Native American Tribes with ancestral lands in the city during each key decision.

- The decisions and justifications, that determined where to locate or expand the community's largest roads, what led to those location decisions and the demographics of the communities most impacted. The demographics of the communities closest to those roads today.

- High (or low) concentrations of Underserved Populations in certain neighborhoods. How the high (or low) concentrations of Underserved Populations overlap with zoning of the past and today.

- In response to relatively recent statutory and administrative rule requirements to allow more density in certain areas, why the city chose those areas to allow more density, and what are the demographics in those areas. Identify neighborhoods that remain more exclusionary.

Task 3.3 Summary of the Effects of Climate Change

Consultant shall analyze qualitative and quantitative information from findings gathered in Task 3.1 and Task 3.2 and document the analysis in the form of an effects of climate change summary document.

Consultant shall review and write a draft summary of how the effects of climate change have harmed or are likely to harm Underserved Populations in the City.

Some examples the Consultant may include:

- Increased heat island effects, concentrated in low-income, low-wealth areas with disproportionately higher concentrations of people of color;

- Increasing dangers from extreme heat events, that disproportionately harm older residents, people with disabilities, people experiencing homelessness, and low-income people without access to adequate cooling;

- Increased dangers of flooding, concentrated among homes and businesses in flood plains that may, depending on the community, have disproportionate concentrations of low-income, low-wealth residents;

- Impacts on tourism, economies, and food security; and

- The impacts of wildfires and poor air quality on children and elderly residents.

Task 3.4 Interviews with Underserved Populations

Consultant shall interview no fewer than six and up to eight members of Underserved Populations in order to:

- Provide the interviewees with summaries from Task 3.3, examples of key past and current land use, transportation and other decisions that allowed specific climate disruption and racism-influenced problems to occur in the locations they have;

- Solicit specific examples of localized land use, transportation, and climate problems impacting Underserved Communities and how they might benefit or burden Underserved Populations; and

- Explore what community engagement strategies have been most effective with Underserved Populations and solicit recommendations for the Community Engagement Plan.

Consultant shall provide City and DLCD with their findings from the interviews with members of Underserved Populations.

Task 3.5 Presentation to Committee

Consultant shall work with City to present draft findings of the major equity analysis memo and recommendations for community engagement to a City committee (to be identified by City during the process) in-person or virtually. Consultant shall solicit input on the draft memo and recommendations for future engagement. Consultant shall summarize next steps and include them in the memo and Community Engagement Plan as applicable.

Task 3.6 Draft and Final Major Equity Analysis Memo

Consultant shall create a draft major equity analysis memo incorporating the input from Underserved Populations in Task 2.3 and the committee presentation in Task 3.3.

Consultant shall provide the draft major equity analysis memo to the City and Agency for review to provide Consultant with suggestions for improvements within two weeks of receiving the draft.

Consultant shall prepare a final major equity analysis memo based on feedback received.

Task 3 City Deliverables and Anticipated Timelines

- *Key demographic data about the City's Underserved Populations, as readily available by March 30, 2025*

- *Past comprehensive plans, transportation systems plans, and other relevant documents by March 30, 2025*
- *Comments on draft Major Equity Analysis Memo by May 20, 2025*

City Council Meeting Date: February 3, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Garrett Klever, Human Resources Director

Subject: Sunset of the Personnel Policy Committee (PPC)

Proposed Motion

I move that the Keizer City Council adopt Resolution R2025-___ dissolving the Personnel Policy Committee.

I. Summary

At its January 21, 2025, meeting the City Council discussed sunsetting the Personnel Policy Committee and decided by consensus to sunset the Committee.

II. Background

A. The Personnel Policy Committee (PPC) has been in place for many years. The PPC is made up of 3 council members and is considered a public body. As a public body the meetings are held in the council chambers and recorded as our other committees. It is different than other committees in that it is made up entirely of council members. Over the last two years, some council members have felt that it has not added value to the City Council and or made the best use of their time.

B. Right now, the most important work in front of the PPC, is the revision of our council approved personnel policies. They will be reviewing the revised policies and making a recommendation to Council.

III. Current Situation

A. At its December 16, 2024 meeting, the City Council requested to bring back an agenda item to discuss whether Personnel Policy Committee should sunset, or in other words be discontinued.

B. At its January 21, 2025 meeting, the City Council cancelled the next regularly scheduled Personnel Policy Committee meeting and decided by consensus to sunset the Committee.

C. From the staff's perspective the polices are the most important purpose for the committee. Policies could be revised as a committee of the whole, however, if the City Council would prefer that approach.

IV. Analysis

A. **Strategic Impact** - No strategic impact.

B. **Financial** - Does not apply.

C. **Timing** - The PPC meets quarterly. There is a specific task they are working on now, to revise the recently bifurcated policy manual. The policy manual was split into council approved policies and administrative policies. The council approved policies have been updated to contemporary law and best practices. After PPC's review, they would go to the City Council for re-adoption. Ultimately the council will always have to approve those specific policies as a whole.

D. **Policy/Legal** - The PPC was created by the City Council by resolution and can be eliminated or altered by the city council by resolution.

V. Alternatives

A. Adopt the attached Resolution dissolving the PPC and handle policy issues as a committee of the whole.

B. Change the PPC from a standing committee to an ad hoc committee, as opposed to a standing committee which would just be reactivated as policies need to be revised. They would be reconstituted if the council or staff determined that a policy revision was needed.

C. Take no action and allow the PPC to continue to meet quarterly according to the current practice.

VI. Recommendation

Staff recommends that the Keizer City Council adopt the attached Resolution .

Attachments

1. RES_Personnel Policy Committee (1)
2. RES_CC_Dissolving PPC_2 3 2025

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2023-3421

AMENDING THE RESOLUTION ESTABLISHING PERSONNEL POLICY COMMITTEE; **AMENDING RESOLUTION NO. R2009-1994; REPEALING RESOLUTION R2013-2320**

WHEREAS, in December 2009, the City Council adopted Resolution No. R2009-1994 establishing the Personnel Policy Committee;

WHEREAS, on January 22, 2013, the City Council adopted Resolution R2013-2320 amending the Personnel Policy Committee;

WHEREAS, the City Council wishes to amend the membership to allow appointment of a Youth liaison;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that Resolution No. R2009-1994 is hereby amended by replacement of Appendix "A" with the attached Appendix "A", and by this reference made a part hereof.

BE IT FURTHER RESOLVED that Resolution R2013-2320 is hereby repealed in its entirety.

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

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

PASSED this 6th day of November, 2023.

SIGNED this 6th day of November, 2023.

Cathy Clark
Mayor

Melissa Bisset
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

Appendix "A"
City Council Committee

Name: Personnel Policy Committee

Purpose: The Personnel Policy Committee shall make recommendations to the Keizer City Council regarding personnel policies, including, but not limited to, recommendations regarding salary/compensation surveys. The Personnel Policy Committee shall also review general personnel information, including, but not limited to, worker's compensation statistics, retirement issues, and employee updates; but shall not review individual employee matters. The Personnel Policy Committee shall not review placement of individual employees in a salary classification system, collective bargaining agreement issues, employee disciplinary matters, or other individual employee matters or matters that are under the purview of the City Manager pursuant to the Keizer City Charter.

Membership: The Personnel Policy Committee shall consist of three City Council members to be appointed by the Mayor and announced at a regularly scheduled Council meeting. The Council may appoint a non-voting Youth liaison to the Committee pursuant to the Council Rules of Procedure. The Personnel Policy Committee will be staffed by a non-voting staff liaison to be appointed by the City Manager.

Term of Office: Each member of the Committee shall serve a two-year term to coincide with the Mayor's term of office.

Chair and Vice-Chair: The Personnel Policy Committee will elect the Chair and Vice-Chair at the first meeting of each odd numbered year, or when necessary due to a vacancy.

Meetings: The Personnel Policy Committee shall meet as determined by a majority of the members and shall meet as deemed necessary by the Chair. All meetings of the Committee shall follow Robert Rules of Order Newly Revised and the Oregon Public Meeting Laws.

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

DISSOLVING THE PERSONNEL POLICY COMMITTEE; **REPEALING RESOLUTIONS R2009-1994 AND R2023-3421**

WHEREAS, the City Council formed the Personnel Policy Committee by Resolution R2009-1994;

WHEREAS, the City Council finds that the Personnel Policy Committee has completed its purpose and is no longer necessary;

WHEREAS, the City Council finds that the Personnel Policy Committee should be dissolved;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Personnel Policy Committee is hereby dissolved.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that Resolution R2009-1994 and Resolution R2023-3421 are hereby repealed in their entirety.

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

PASSED this __________ day of _________________, 2025.
SIGNED this __________ day of _________________, 2025.

____
Mayor

____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

City Council Meeting Date: February 3, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Joseph Lindsay, City Attorney

Subject: Resolution Amending the Keizer Public Art Commission (KPAC)

Proposed Motion

I move to adopt Resolution R2025-____ Amending the Keizer Public Art Commission (KPAC); Amending Resolution No. R2015-2552; Repeal of Resolution R2020-3059.

I. Summary

The Keizer City Council asked staff to change the membership of the Keizer Public Arts Commission (KPAC), eliminating the one City Council voting member and replacing it as a non-voting Council liaison.

II. Background

A. The Keizer Arts Commission was established in 2014. In 2015, it was renamed the Keizer Public Arts Commission (KPAC). At that time, the membership consisted of seven (7) voting members, one (1) of which was a Keizer City Councilor.

III. Current Situation

A. In December 2025, the Keizer City Council asked staff to make committees and commissions more consistent by removing Council voting positions where the law didn't require it. KPAC is one such commission. This resolution will convert the voting Council position into a non-voting liaison. The seven (7) voting members on the board will remain. And the Council may appoint a non-voting Youth liaison as well.

IV. Analysis

A. **Strategic Impact** - No strategic impact.

B. **Financial** - No financial impact.

C. **Timing** - The Council asked for this to return in front of them at the February 3, 2025 meeting.

D. **Policy/Legal** - There is no legal reason for the Council position to be a voting one.

Policy-wise, if the Council wants more consistency in the memberships of its committees and commissions, then this change is in alignment with that goal.

V. Alternatives

A. Adopt the resolution, converting the Council position on KPAC from voting to a non-voting liaison.

B. Table the discussion for a later time.

C. Vote no on the resolution, and KPAC will continue to have a voting Council member serving on it.

VI. Recommendation

Staff recommends adopting the resolution as written.

Attachments

1. R2020-3059_2020-04-06 - establishes KPAC
2. RES_CC_Keizer Public Arts Commission_2 3 2025
3. APP_CC_Appendix A to Keizer Public Arts Commission_2 3 2025

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2020-3059

AMENDING THE KEIZER PUBLIC ARTS COMMISSION (KPAC); AMENDING RESOLUTION NO. R2015-2552; REPEAL OF RESOLUTION NO. R2017-2466

2746

WHEREAS, the Council established a Keizer Public Arts Commission by Resolution No. R2015-2552 on March 16, 2015;

WHEREAS, the City Council amended such Resolution by Resolution No. R2017-2746;

WHEREAS, the changes made by Resolution No. R2017-2746 are fully incorporated into this Resolution and Resolution R2017-2746 should therefore be repealed;

WHEREAS, the City Council wishes to amend the purpose of the Commission to clarify that the Commission does not review student art shows;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that Resolution No. R2015-2552 is hereby amended by replacing Appendix "A", which is attached hereto and by this reference incorporated herein.

BE IT FURTHER RESOLVED that Resolution R2017-2746 is hereby repealed in its entirety.

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

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

PASSED this 6th day of April, 2020.

SIGNED this 6th day of April, 2020.

Cathy Clark

Mayor

[signature]

City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

Appendix "A"
City Council Commission

Name: Keizer Public Arts Commission (KPAC)

Purpose: The Commission will serve in an advisory capacity to the City Council on the management, execution, installation, or placement of Public Art and Public Murals. The Commission will advise the City Council with establishing policies relating to the Public Art Program. The Commission will review, evaluate, select, and document all Public Art and Public Murals within the City except for exhibitions at the Keizer Community Center involving student and Keizer Art Association art shows. Except for student and Keizer Art Association art shows at the Keizer Community Center, the Commission will have final approval on the selection of Public Art and Public Murals within the City.

The Commission will establish polices and criteria on which to base review and selection of Public Art and Public Murals. The criteria shall include, but are not limited to, artistic quality, originality, context, permanence, diversity, feasibility, scale and community support. At a minimum, the policies for the placement of Public Art shall include any policies adopted by City Council Ordinance or Resolution.

The Commission may recommend a budget with estimated expenditures and/or income associated with the Public Art Program to the Finance Director no later than February 28 each year for the ensuing fiscal year, however it is anticipated that there will be little or no net cost to the City after donations.

Membership: The Commission will consist of seven (7) voting members: One (1) member shall be Keizer City Councilor to be appointed by the Mayor and announced at a regularly scheduled Council meeting, and six (6) citizen-at-large members, however it is recommended that two of the citizen-at-large members have experience, training or expertise in the visual arts, art history, art criticism, or art education. The six (6) citizen-at-large members shall be appointed as outlined by the City Council Rules of Procedure. The Council may appoint a non-voting Youth liaison to the Commission pursuant to the Council Rules of Procedure. The Commission will be staffed by non-voting staff liaisons to be appointed by the City Manager.

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

Chair and Vice-Chair: The Commission shall elect a Chair and Vice-Chair at the first meeting of each calendar year.

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

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

AMENDING THE KEIZER PUBLIC ARTS COMMISSION (KPAC); **AMENDING RESOLUTION NO. R2015-2552; REPEAL OF RESOLUTION NO. R2020-3059**

WHEREAS, the Council established a Keizer Public Arts Commission by Resolution No. R2015-2552 on March 16, 2015;

WHEREAS, the City Council amended such Resolution by Resolution No. R2020-3059;

WHEREAS, the changes made by Resolution No. R2020-3059 are fully incorporated into this Resolution and Resolution R2020-3059 should therefore be repealed;

WHEREAS, the City Council wishes to amend the membership section of the Commission to remove a City Council voting member;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that Resolution No. R2015-2552 is hereby amended by replacing Appendix "A", which is attached hereto and by this reference incorporated herein.

BE IT FURTHER RESOLVED that Resolution R2020-3059 is hereby repealed in its entirety.

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

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

PASSED this __________ day of _________________, 2025.

SIGNED this __________ day of _________________, 2025.

____
Mayor

____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

Appendix “A”
City Council Commission

Name: Keizer Public Arts Commission (KPAC)

Purpose: The Commission will serve in an advisory capacity to the City Council on the management, execution, installation, or placement of Public Art and Public Murals. The Commission will advise the City Council with establishing policies relating to the Public Art Program. The Commission will review, evaluate, select, and document all Public Art and Public Murals within the City except for exhibitions at the Keizer Community Center involving student and Keizer Art Association art shows. Except for student and Keizer Art Association art shows at the Keizer Community Center, the Commission will have final approval on the selection of Public Art and Public Murals within the City.

The Commission will establish polices and criteria on which to base review and selection of Public Art and Public Murals. The criteria shall include, but are not limited to, artistic quality, originality, context, permanence, diversity, feasibility, scale and community support. At a minimum, the policies for the placement of Public Art shall include any policies adopted by City Council Ordinance or Resolution.

The Commission may recommend a budget with estimated expenditures and/or income associated with the Public Art Program to the Finance Director no later than February 28 each year for the ensuing fiscal year, however it is anticipated that there will be little or no net cost to the City after donations.

Membership: The Commission will consist of seven (7) voting members comprised of citizen-at-large members, however it is recommended that two of the citizen-at-large members have experience, training or expertise in the visual arts, art history, art criticism, or art education. The seven (7) citizen-at-large members shall be appointed as outlined by the City Council Rules of Procedure. The Council will appoint a non-voting Council liaison to the Commission. The Council may appoint a non-voting Youth liaison to the Commission pursuant to the Council Rules of Procedure. The Commission will be staffed by non-voting staff liaisons to be appointed by the City Manager.

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

Chair and Vice-Chair: The Commission shall elect a Chair and Vice-Chair at the first meeting of each calendar year.

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

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

City Council Meeting Date: February 3, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Tim Wood, Assistant City Manager

Subject: Discussion Item - Potential Postponement of the Community Diversity Engagement Committee (CDEC) Meetings

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Proposed Motion

I move that the Community Diversity Engagement Committee meetings be paused until the committee definitions, goals and direction are determined.

Or

Take no action and the committee meetings will continue as scheduled.

I. Summary

Councilor Kohler, Councilor Juran and Councilor Cross have requested a discussion on whether or not to pause the CDEC meetings until the committee definitions, goals and direction are determined.

The CDEC's next regular committee meeting is Thursday, February 6, 2025.

II. Background

A. On November 1, 2021, the Keizer City Council formed the Community Diversity Engagement Committee (CDEC) under Resolution R2021-3225. At that time, the membership of CDEC was nine (9) voting members: two voting City Council members, six citizen-at-large members, and one voting youth member. The terms of the citizen-at-large members were staggered, three year terms while the Council members terms were two year terms. The attached Resolution states the purpose and tasks that the Council directed in 2021.

III. Current Situation

A. Under the Council Rules, each committee, commission and task force is to be reviewed and that is scheduled to take place on February 10, 2025. Councilor Kohler, Councilor Juran, and Councilor Cross have requested that the Council discuss whether or not to pause the CDEC meetings until the committee definitions, goals and direction are determined.

IV. Analysis

A. **Strategic Impact** - No strategic impact.

B. **Financial** - No financial impact.

C. **Timing** - Because the next Community Diversity Engagement Committee meeting is scheduled for February 6, 2025, this is the first available meeting prior to that date to consider pausing the meetings.

D. **Policy/Legal** - There are no statutory restrictions affecting pausing Council established committees. Legally, the Council can choose if they want to pause the committee from meeting.

V. Alternatives

A. Move to pause the Community Diversity Engagement Committee meetings.

B. Take no action.

VI. Recommendation

Staff recommends that the Council discuss the matter and either make the motion to pause the meetings or to take no action.

Attachments

1. R2021-3225_2021-11-01

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2021- 3225

ESTABLISHING COMMUNITY DIVERSITY ENGAGEMENT COMMITTEE

WHEREAS, the City Council adopted Resolution R2020-3135 (Adopting Keizer Statement of Values-Justice, Equity, Diversity and Inclusion) on December 7, 2020;

WHEREAS, the Community Diversity Engagement Work Group was formed by the City Council in April 2021 as part of the Goals and Work Plan;

WHEREAS, the Community Diversity Engagement Work Group made a recommendation to the City Council to form a Community Diversity Engagement Committee;

WHEREAS, the Keizer City Council considered the matter in a work session on October 11, 2021 and directed staff to revise the Resolution forming the Committee;

WHEREAS, the Keizer City Council has considered the recommendation from the Community Diversity Engagement Work Group and finds it necessary and appropriate to appoint a committee to advise the Council on action for community engagement as outlined in Appendix "A" attached hereto;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Community Diversity Engagement Committee is hereby established as outlined in Appendix "A", which is attached hereto and by this reference made a part hereof.

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

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

PASSED this 1st day of November, 2021.

SIGNED this 1st day of November, 2021.

Cathy Clark
Mayor

[illegible]
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

Appendix "A"
City Council Committee

Name: Community Diversity Engagement Committee

Purpose: To act in an advisory capacity to the Keizer City Council and to advise on action for community engagement by:

1. Listening to understand. Keizer wants to let everyone know we are all included when we talk about the Keizer community and are important for our community to thrive holistically,
2. Using what is heard to create recommendations for action plan(s) for increasing community engagement and communication on progress in civic processes,
3. Acting on the values included in the Resolution for Justice, Equity, Diversity and Inclusion.

Tasks: To assist in developing action recommendations for community engagement in civic processes in the following areas:

1. Collaboration with Council, other city committees, commissions and neighborhood associations to increase active participation and recommend culturally responsive actions,
2. Collaboration with other organizations (historical/cultural/arts, business organizations, faith community, community based organizations, education, and additional sectors not usually included),
3. Collaborating in community opportunities to have conversation, celebration, relationship building,
4. Recommending additions or subtractions of national observances/ commemorative/heritage months,
5. Help develop metrics and yearly report on tasks identified and the data needed to better understand culturally responsive provision of services and public participation,
6. Assist in identifying leaders and build leadership capacity of underrepresented and underserved communities.

Membership: The Committee shall consist of nine voting members. Two (2) members shall be Keizer City Councilors to be appointed by the Mayor and announced at a regularly scheduled Council meeting, six (6) citizen-at-large members and one (1) youth member who is under 19 years of age at the date of appointment. Appointed members will be expected to think broadly in terms of how issues of racism, sexism, ableism, and other discriminatory and prejudicial biases that impact all residents in Keizer. The Committee will be staffed by a non-voting staff liaison to be appointed by the City Manager.

Term of Office: Each Councilor member shall be appointed for a two-year term by the Mayor pursuant to the Council Rules of Procedure. Each non-Councilor member shall be appointed for a three-year term, except for the initial terms. The initial terms of the non-Councilor members shall be staggered so that not more than three will expire in the same year. Each Councilor shall directly appoint one citizen-at-large member following the same process as appointments of Volunteer Coordinating Committee members. The Mayor shall appoint the youth member. Members may be reappointed.

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

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

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

City Council Meeting Date: February 3, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Joseph Lindsay, City Attorney

Subject: Resolution Amending Community Diversity Engagement Committee

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Proposed Motion

I move to adopt Resolution R2025-___ Amending the Community Diversity Engagement Committee; Amending Resolution R2021-3225

I. Summary

The Keizer City Council formed the Community Diversity Engagement Committee (CDEC) by resolution on November 1, 2021. From its inception, the structural make-up of the committee was somewhat similar to but differed from the Volunteer Coordinating Committee (VCC). At a recent City Council general meeting, the Council asked that the CDEC structure mirror that of VCC. This resolution does just that.

II. Background

A. On November 1, 2021, the Keizer City Council formed the Community Diversity Engagement Committee (CDEC) under Resolution R2021-3225. At that time, the membership of CDEC was nine (9) voting members: two (2) voting City Council members, six (6) citizen-at-large members, and one (1) voting youth member. The terms of the citizen-at-large members were staggered, three year terms while the Council members terms were two year terms.

III. Current Situation

A. In December 2025, the City Council directed staff to come back with a resolution to make the CDEC membership and terms the same as the VVC membership and terms. This new resolution has the same terms and membership as the VCC.

IV. Analysis

A. **Strategic Impact** - No strategic impact.

B. **Financial** - No financial impact.

C. **Timing** - Council has asked to return with the resolution at the February 3, 2025 meeting.

D. **Policy/Legal** - This committee doesn't have any statutory restrictions affecting its type or terms of membership. Legally, the Council can choose how this committee exists and operates. As a matter of policy, matching up with the VCC membership make-up results in more committee consistency.

V. Alternatives

A. Adopt the resolution, changing the underlying membership of CDEC to match that of the VCC.

B. Table the discussion for a later time.

C. Vote down the resolution, and the current configuration of membership term for CDEC appointees will be three years in the resolution and two years in the Rules of Procedure.

VI. Recommendation

Staff recommends adopting the resolution and matching that configuration of the CDEC with the VCC.

Attachments

1. R2021-3225_2021-11-01
2. RES_CC_Res 2024 Amending Community Diversity Engagement Committee_2 3 2025
3. ATT_CC_Appedix A to Community Diversity Engagement Committee_2 3 2025

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2021- 3225

ESTABLISHING COMMUNITY DIVERSITY
ENGAGEMENT COMMITTEE

WHEREAS, the City Council adopted Resolution R2020-3135 (Adopting Keizer Statement of Values-Justice, Equity, Diversity and Inclusion) on December 7, 2020;

WHEREAS, the Community Diversity Engagement Work Group was formed by the City Council in April 2021 as part of the Goals and Work Plan;

WHEREAS, the Community Diversity Engagement Work Group made a recommendation to the City Council to form a Community Diversity Engagement Committee;

WHEREAS, the Keizer City Council considered the matter in a work session on October 11, 2021 and directed staff to revise the Resolution forming the Committee;

WHEREAS, the Keizer City Council has considered the recommendation from the Community Diversity Engagement Work Group and finds it necessary and appropriate to appoint a committee to advise the Council on action for community engagement as outlined in Appendix "A" attached hereto;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Community Diversity Engagement Committee is hereby established as outlined in Appendix "A", which is attached hereto and by this reference made a part hereof.

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

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

PASSED this 1st day of November, 2021.

SIGNED this 1st day of November, 2021.

Cathy Clark
Mayor

[signature]
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

Appendix "A"
City Council Committee

Name: Community Diversity Engagement Committee

Purpose: To act in an advisory capacity to the Keizer City Council and to advise on action for community engagement by:

1. Listening to understand. Keizer wants to let everyone know we are all included when we talk about the Keizer community and are important for our community to thrive holistically,
2. Using what is heard to create recommendations for action plan(s) for increasing community engagement and communication on progress in civic processes,
3. Acting on the values included in the Resolution for Justice, Equity, Diversity and Inclusion.

Tasks: To assist in developing action recommendations for community engagement in civic processes in the following areas:

1. Collaboration with Council, other city committees, commissions and neighborhood associations to increase active participation and recommend culturally responsive actions,
2. Collaboration with other organizations (historical/cultural/arts, business organizations, faith community, community based organizations, education, and additional sectors not usually included),
3. Collaborating in community opportunities to have conversation, celebration, relationship building,
4. Recommending additions or subtractions of national observances/ commemorative/heritage months,
5. Help develop metrics and yearly report on tasks identified and the data needed to better understand culturally responsive provision of services and public participation,
6. Assist in identifying leaders and build leadership capacity of underrepresented and underserved communities.

Membership: The Committee shall consist of nine voting members. Two (2) members shall be Keizer City Councilors to be appointed by the Mayor and announced at a regularly scheduled Council meeting, six (6) citizen-at-large members and one (1) youth member who is under 19 years of age at the date of appointment. Appointed members will be expected to think broadly in terms of how issues of racism, sexism, ableism, and other discriminatory and prejudicial biases that impact all residents in Keizer. The Committee will be staffed by a non-voting staff liaison to be appointed by the City Manager.

Term of Office: Each Councilor member shall be appointed for a two-year term by the Mayor pursuant to the Council Rules of Procedure. Each non-Councilor member shall be appointed for a three-year term, except for the initial terms. The initial terms of the non-Councilor members shall be staggered so that not more than three will expire in the same year. Each Councilor shall directly appoint one citizen-at-large member following the same process as appointments of Volunteer Coordinating Committee members. The Mayor shall appoint the youth member. Members may be reappointed.

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

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

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

AMENDING COMMUNITY DIVERSITY ENGAGEMENT COMMITTEE; **AMENDING RESOLUTION R2021-3225**

WHEREAS, the City Council adopted Resolution R2020-3135 (Adopting Keizer Statement of Values-Justice, Equity, Diversity and Inclusion) on December 7, 2020;

WHEREAS, the Community Diversity Engagement Work Group was formed by the City Council in April 2021 as part of the Goals and Work Plan;

WHEREAS, the Community Diversity Engagement Work Group made a recommendation to the City Council to form a Community Diversity Engagement Committee;

WHEREAS, the Keizer City Council formed the Community Diversity Engagement Committee by Resolution R2021-3225 on November 1, 2021;

WHEREAS, the Council wishes to amend the membership section and term of office section to change the appointment process for the members;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that Resolution R2021-3225 (Establishing Community Diversity Engagement Committee) is hereby amended by replacing Appendix "A" with the attached Appendix "A", and by this reference made a part hereof.

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

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

PASSED this __________ day of _________________, 2025.

SIGNED this __________ day of _________________, 2025.

____
Mayor

____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

Appendix "A"
City Council Committee

Name: Community Diversity Engagement Committee

Purpose: To act in an advisory capacity to the Keizer City Council and to advise on action for community engagement by:

1. Listening to understand. Keizer wants to let everyone know we are all included when we talk about the Keizer community and are important for our community to thrive holistically,
2. Using what is heard to create recommendations for action plan(s) for increasing community engagement and communication on progress in civic processes,
3. Acting on the values included in the Resolution for Justice, Equity, Diversity and Inclusion.

Tasks: To assist in developing action recommendations for community engagement in civic processes in the following areas:

1. Collaboration with Council, other city committees, commissions and neighborhood associations to increase active participation and recommend culturally responsive actions,
2. Collaboration with other organizations (historical/cultural/arts, business organizations, faith community, community based organizations, education, and additional sectors not usually included),
3. Collaborating in community opportunities to have conversation, celebration, relationship building,
4. Recommending additions or subtractions of national observances/ commemorative/heritage months,
5. Help develop metrics and yearly report on tasks identified and the data needed to better understand culturally responsive provision of services and public participation,
6. Assist in identifying leaders and build leadership capacity of underrepresented and underserved communities.

Membership: The Committee shall consist of seven voting members. Each of the seven (7) members shall be appointed by a member of the City Council. The member shall be appointed to a position corresponding with the position of the Council member responsible for their appointment. The Council will appoint a non-voting Council liaison to the Committee. The Council may appoint a non-voting Youth liaison to the Committee pursuant to the Council Rules of Procedure. The Committee will be staffed by a non-voting staff liaison to be appointed by the City Manager.

Term of Office: Each member of the Committee shall be appointed for a two-year term. The appointments will be announced and the term will begin at the first Council meeting in January of each odd numbered year, following the general election. If an appointed member is unable to serve the term for which the member is appointed or an appointed member resigns prior to the completion of the term, the Council member responsible for this position shall appoint another individual to finish the term. If a Council office is vacant for any reason, the replacement Council member may, at their option, replace the appointed member. There will be no term limits for members of the Committee.

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

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

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

City Council Meeting Date: February 3, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Tim Wood, Assistant City Manager

Subject: Discussion Item - Council Rules and Procedure

Proposed Motion

None

I. Summary

Mayor Clark has requested a discussion regarding the Council Rules and Procedures. The request for discussion was supported by Council President Starr and Councilor Juran.

II. Background

A. Mayor Clark wants the opportunity to bring forward some specific changes to the Rules of Procedure. She asked two councilors if they would support having a discussion at the next meeting.

III. Current Situation

A. Mayor Clark has specific changes to the Rules of Procedure in mind, but due to Public Meetings Law, her specific opinions and outcome asks cannot be shared with a quorum of councilors without creating a serial meeting. In order to be in compliance with Public Meetings laws, copies of her specific wants will have to be presented to Councilors at a duly noticed meeting that is open to the public.

IV. Analysis

A. **Strategic Impact** - No strategic impact.

B. **Financial** - No financial impact.

C. **Timing** - No apparent timing concerns.

D. **Policy/Legal** - Mayor Clark has specific changes to the Rules of Procedure in mind, but due to Public Meetings Law, her specific opinions and outcome asks cannot be shared with a quorum of councilors without creating a serial meeting. In order to be in compliance with Public Meetings laws, copies of her specific wants will have to be presented to Councilors at a duly noticed meeting that is open to the public.

V. Alternatives

A. Accept certain changes to be brought back in a resolution pursuant to Section 22.1 to amend the Rules.

B. Reject all changes and leave the Rules as written.

VI. Recommendation

Staff recommends looking at the suggested changes and deciding how to direct staff in terms of amending the Rules of Procedure.

Attachments

1. 02-03-2025 Corrections for Council Rules

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

02-03-2025 Corrections for Council Rules

Upon further review of the adopted rules of procedure, there are a few items to recommend for minor revisions.

Omission of Charter provision: Section 3.10 Attendance Duty
Section 3.6 of the Charter has a section on “compulsion to attend” when a quorum is needed. The City Council does not have a mechanism to do this. Shall we consider adding this to the last paragraph so it will make it simple for allowing for someone on line so we can get quorum? See the suggested addition in bold print:

“In addition, this provision is waived if two-thirds of the Council members present deem it important that a Council member appear electronically **or need to compel a Council member to attend as per Charter Section 3.6**. A quorum must be physically present. A motion to suspend the rules is not required.

Typo: Section 4.3 Council Vice President
Second paragraph, second sentence needs a period instead of a comma after the word Mayor.

Typo: Section 7.1 Written Communications
See minor correction in bold print:

(a) … Communications shall include a legal name and city of residence **as** determined by self-attestation.

Clarification: Proclamations
14.1 “If the Council approves the request, the City Recorder will prepare the proclamation for the Mayor’s signature.” What is the method of approval?

14.2 “Any proclamation that is approved, but not on the pre-approved list, the phrase “here with the Council” shall be removed from the proclamation.” Since rules were changed so all proclamations are approved by Council, this part of Section 14.2 would appear to be unneeded.

Clarification: Section 18.3 Qualifications
A suggested edit to make the section clearer as to the circumstances for a non-resident to be appointed to a committee:
Original:
In addition, the candidate must be a resident. Even when allowed, City Committees, Boards and Commissions cannot have more than one non-resident who must be a property owner or business owner in the city, except where specified by resolution or ordinance.
Suggested change:
In addition, the candidate must be a resident **or,** when allowed, ~~City Committees, Boards and Commissions cannot have~~ ~~more than one~~ **a** non-resident who must be a property owner or business owner in the city, **with no more than one non-resident per City Committee, Board or Commission,** except where specified by resolution or ordinance.

Typo: Section 18.5 Council Task Force
Second sentence
All Council Ad-Hoc Task Forces shall have a Council member as Chair who shall be ~~either~~ appointed by the Council.

Clarification: Section 20
The Work Plan was for projects to be led by Council vs direction to Staff.
We discussed removing this reference throughout this section since this was only used in 20-21.
Does Council agree with that modification?

MINUTES
KEIZER CITY COUNCIL
Monday, January 6, 2025
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 6:01 p.m.

ROLL CALL

Roll call was taken as follows:

Present:	**Staff:**
Cathy Clark, Mayor	Adam Brown, City Manager
Shaney Starr, Council President	Tim Wood, Assistant City Manager
Soraida Cross, Councilor	Shane Witham, Planning Director
Kyle Juran, Councilor	Joseph Lindsay, City Attorney
Daniel Kohler, Councilor	Bill Lawyer, Public Works Director
Marlene Parsons, Councilor	Andrew Copeland, Police Chief
Lore Christopher, Councilor	Melissa Bisset, City Recorder
Ma'Layah Latty-Farrar, Youth Councilor	

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

a. Welcome and Introductions - Mayor Cathy Clark

Mayor Clark welcomed and introduced the re-elected and newly elected members of the City Council.

b. Presentation of Life Saving Award to Officer Ben Howden

Police Chief Andrew Copeland shared about how Officer Ben Howden responded to a medical call in which he had close proximity to where he was and arrived to the scene within one minute. He ran into the house and performed CPR on the patient, Randy Redenbaugh. Officer Howden's quick and competent action saved Mr. Redenbaugh's life. Mr. Redenbaugh presented the Life Saving Award to Officer Howden.

c. Recognition of Outgoing City Council Member Laura Reid - Mayor Cathy Clark

Mayor Clark recognized outgoing City Councilor Laura Reid and presented her with a Proclamation.

d. Comments from Outgoing City Council Member Laura Reid

Councilor Reid shared that it had been an honor to serve as City Councilor. She shared about her experiences over the last eight years of service.

e. Recognition of Council President Shaney Starr - Mayor Cathy Clark

Mayor Clark recognized Council President Shaney Starr and presented her with a Proclamation.

f. Introduction of New City Council Member - Mayor Cathy Clark

Mayor Clark introduced Councilor Marlene Parsons.

The Councilors expressed appreciation for Councilor Reid's service to the community and work to invest in the youth.

g. Oath of Office - Administered by City Attorney Joseph Lindsay
Comments by Mayor and Councilors
Marlene Parsons - Council Position #1
Shaney Starr - Council Position #2
Kyle Juran - Council Position #3
Cathy Clark - Mayor

Marlene Parson's granddaughter's, Daysia Jenkins and Raegen Weathers, administered the oath of office for Marlene Parsons - Council Position #1, with City Attorney Joseph Lindsay as the Notary Public present and certifying the oath.

Dick Withnell administered the Oath of Office for Shaney Starr - Council Position #2, with City Attorney Joseph Lindsay as the Notary Public present and certifying the oath.

City Attorney and Notary Public Joseph Lindsay administered the Oath of Office for Kyle Juran - Council Position #3

City Attorney and Notary Public Joseph Lindsay administered the Oath of Office for Cathy Clark - Mayor

Mayor Clark and City Councilors made statements expressing their gratitude to their families, friends and the community.

h. RECEPTION

There was a short reception for the outgoing and new members beginning at 6:40 p.m. The meeting resumed at 7:01 p.m.

i. Election of 2025-2026 City Council President

Councilor Parsons nominated Shaney Starr as the Council President. Councilor Cross seconded. There were no other nominations.

There was a vote affirming Council President Starr for the next two years. Motion passed unanimously as follows:
AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

COMMITTEE REPORTS

a. 2025-2026 Volunteer Coordinating Committee Appointments

Each member of the City Council announced their appointments to the Volunteer Coordinating Committee for the 2025-2026 term, which are as follows:

Councilor Parsons: Position # 1 - Tina Richmond
Council President Starr: Position # 2 - Lanora Blake
Councilor Juran: Position # 3 - Jane Herb
Councilor Cross: Position # 4 - Leslie Risewick
Councilor Christopher: Position # 5 - Kim Freeman
Councilor Kohler: Position # 6 - Larry Jackson
Mayor Clark: Mayor's Position - Daisy Hickman

b. Boards, Commissions, Council Committee Appointments

Councilor Christopher asked that the item could be tabled until the next meeting in January as the Council Rules of Procedure were being discussed and potentially changed relating to City Committees, Boards, Commissions and Task Forces. She added that this was just a timing issue.

Council President Starr moved suspended the Council Rules of Procedure to take up the matter of delaying all of the appointments until the next City Council Meeting. Motion was seconded by Councilor Christopher. Motion Passed as follows:
AYES: Cross, Kohler, Starr, Juran, Christopher, and Parsons (6)
NAYS: Clark (1)
ABSTENTIONS: None (0)
ABSENT: None (0)

Mayor Clark commented on the current vacancies.

Councilor Parsons and Councilor Christopher shared that they would be willing to fill in the vacancies over the next two weeks where they are needed.

Council President Starr motioned to postpone all of the committee assignments until the January 21st City Council meeting. Councilor Christopher seconded. Motion passed as follows:
AYES: Cross, Kohler, Starr, Juran, Christopher, and Parsons (6)
NAYS: Clark (1)
ABSTENTIONS: None (0)
ABSENT: None (0)

Hersch Sangster shared the history of the long-standing Bike Helmet Program. He noted that they were looking for donations.

Matt Lawyer, Keizer, Parks and Recreation Advisory Board Chair and Keizer Rotary Member provided an update on the Gold Star Memorial. They had raised over $10,000. A grant request would be coming before the Parks and Recreation Advisory Board. They needed to have $30,000 by April 1st in order to meet the September 2025 completion date. There was a request to do a groundbreaking. Mr. Lawyer expressed his gratitude for the community, council, and staff for their support on the project. Mr. Lawyer explained the meaning of a Gold Star Memorial.

City Manager Brown shared that services had been secured to remove the water feature and tree at Ryan J. Hill Memorial Park in preparation of the Gold Star Memorial.

PUBLIC COMMENTS

Mayor Clark acknowledged receipt of two written public comments. Tammy Kunz, President of the Greater Northeast Keizer Association (GNEKNA), submitted a budget request for the current fiscal year for the GNEKNA. Staff would be coming back to Council with a Staff Report. The other written comment was from the President of the Keizer Chamber of Commerce Board asking that the City Council not appoint a liaison to the Keizer Chamber of Commerce until the contract was written between the City and the Chamber.

Mary Rodriguez, Keizer, commented on a letter circulating in surrounding communities called the Brown Roundup. She expressed her fear and concern for her grandchildren and community members because she felt that they might be taken by the Brown Roundup.

Mayor Clark shared that her fellow mayors along the coast are outraged by this, and this was a community that accepts everyone and that the Statement of Values states that everyone shall be treated with dignity and respect, and the City meant this. It was not okay and not acceptable in the City of Keizer to plant fear between our neighbors. She encouraged everyone to help each other when someone was threatened.

Chief Copeland stated that the Keizer community would not stand for that type of behavior. The Police Department would do their best to get them out of this town. He commented that the City loves diversity because it makes this community stronger and better.

Liam Stitt, Keizer, Youth Liaison to the Parks and Recreation Advisory Board, recently decided to attend all of the Boards, Commission and Committee Meetings. He was attempting to gain more knowledge about the City as a political entity. He asked about the Council, what their jurisdiction was and what they do. Mayor Clark directed Mr. Stitt to the City Charter. She welcomed Mr. Stitt to contact each of the council members and visit more.

PUBLIC HEARINGS

a. OLCC Application - Change of Ownership - Limited On-Premises Sales Liquor License - Osaka Hibachi & Sushi, formerly Teriyaki Town and Sushi

City Recorder Melissa Bisset summarized the staff report.

Martina Sihotang, the new owner, shared the history on how she and her husband have evolved their business.

Council President moved the City Council recommend approval of the application for a change of ownership for a Limited-On-Premises Liquor License for Osaka Hibachi & Sushi under the guidelines established by ORS 471.175 and the Ordinances of the City of Keizer. Councilor Kohler seconded. Motion passed unanimously as follows:
AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

b. 2025 Liquor License Renewals

City Recorder Melissa Bisset summarized the staff report.

Councilor Parsons recused herself from the vote as she has a child that owns one of the businesses.

Council President Starr moved the City Council recommend the renewal of the listed liquor licenses of establishments located in the City of Keizer and forward this recommendation to the Oregon Liquor & Cannabis Commission (OLCC). Councilor Kohler seconded. Motion passed unanimously as follows:
AYES: Clark, Cross, Kohler, Starr, Juran, and Christopher (6)
NAYS: None (0)
ABSTENTIONS: Parsons (1)
ABSENT: None (0)

ADMINISTRATIVE ACTION

a. RESOLUTION - Authorizing the City Manager to Purchase Property at 4860 Bailey Road for $799,000

City Manager Adam Brown summarized the staff report.

Council President Starr moved to adopt Resolution R2025- Authorizing City Manager to Purchase Property at 4860 Bailey Road NE for $799,000. Councilor Kohler seconded. Motion passed unanimously as follows:
AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

b. Amending City of Keizer City Council Rules of Procedure

City Attorney Joseph Lindsay summarized the staff report adding that the proposed Council Rules of Procedure, Section 11.5 speaks to a five-minute speaking rule for motions. Councilor Christopher shared that the Council was passionate and had spontaneous speakers who like to speak and that the proposed limit to the initial speaking to any debate subject was five minutes. Councilor Christopher shared that she wished that the Keizer City Council Rules of Procedure be amended to state that any city council member wishing to speak on a single topic during discussions be limited to five (5) minutes per turn.

Councilor Christopher moved to add the following language as a new Subsection C in Section 5.2

that states "During Council regular meetings, work sessions, and special meetings, Council members must limit speaking on a single topic during discussions to five (5) minutes per turn. If additional time is needed, the Council member must request and receive permission from a majority of Council before continuing." Council President Starr seconded. Motion passed unanimously as follows:
AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

CONSENT CALENDAR

Council President Starr moved that the Keizer City Council approve the Consent Calendar. Councilor Kohler seconded. Motion passed unanimously as follows:
AYES: Clark, Starr, Cross, Kohler, Juran, and Christopher (6)
NAYS: None (0)
ABSTENTIONS: Parsons (1)
ABSENT: None (0)

a. Approval of December 9, 2024 Work Session Minutes

b. Approval of December 16, 2024 Regular Session Minutes

OTHER BUSINESS

City Manager Brown noted that the City was working on the Master Plan Amendment at Keizer Rapids Park and wanted to ask for Council's permission to add the Council Liaison to the work group. By consensus, the Council agreed to the update.

Mayor Clark asked the City Council if they would consider a sunset of the Personnel Policy Committee. There was no objection to having a conversation about considering whether or not to sunset the Personnel Policy Committee.

Mayor Clark asked the Council to consider changing the voting council member for the Keizer Public Arts Commission (KPAC) to a non-voting Council Liaison. Councilor Christopher felt that there should not be a voting council member on KPAC because the Council Liaisons are information conduits. There was no objection to having a discussion on this as an agenda item. It was noted that the resolutions for each of the advisory committees would need to be reviewed and amended.

It was noted that the Community Diversity Engagement Committee (CDEC) has two voting council members and the Budget Committee, Audit Committee, and Personnel Policy Committee Committee have voting council members. It was asked if the Council wished to look at that as well. It was suggested for the CDEC Resolution to be reworked to have only one non-voting council member and have the terms run concurrent with the council terms to match the structure of the Volunteer Coordinating Committee. This would come forward as an agenda item.

STAFF UPDATES

Assistant City Manager Wood encouraged the community to continue to conserve water. He reminded the community that there would be rate increases coming up.

Chief Copeland reported on the number of calls. He added that the Police department had participated in a Safe Routes to School event at Whitaker Middle School.

Mayor Clark expressed thanks to the Public Works Department for their work on the broken main in the sewer line.

Mr. Lawyer updated the Council on the fiber installation being done in the community by Ziply.

There was a question about the building that had been occupied by Shari's. Mr. Witham shared that there had been a building permit submitted by Pho Keizer.

City Attorney Lindsay reported that collective bargaining was continuing.

There was a question about the workers connected to Ziply Fiber on private property and what could be done. Mr. Lindsay explained that the City has a non-exclusive Franchise Agreement that allows Ziply Fiber to work in the right-of-ways and public utility easements for the purpose of establishing their infrastructure. They must put everything back to where it was and if they damage the property, they must fix it. There was a suggestion to ask Ziply if day labor or subcontractors were being used. It was requested that residents know about workers in their neighborhoods.

COUNCIL MEMBER REPORTS

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

Councilor Kohler appointed Jane Titchenal to the CDEC.

AGENDA INPUT

Saturday, January 18, 2025 - 8:00 a.m.
City Council Work Session

Tuesday, January 21, 2025 - 6:00 p.m.
City Council Regular Session

Monday, February 3, 2025 - 6:00 p.m.
City Council Regular Session

ADJOURNMENT Mayor Clark adjourned the meeting at 8:53 p.m.

MAYOR: APPROVED:

______________________________ ______________________________
Cathy Clark Dawn Wilson, Deputy City Recorder

Minutes approved: ____________________

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

MINUTES
KEIZER CITY COUNCIL
Saturday, January 18, 2025
Robert L. Simon Council Chambers
930 Chemawa Road NE
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 8:05 a.m.

ROLL CALL

Roll call was taken as follows:

Present:
Cathy Clark, Mayor
Shaney Starr, Council President
Soraida Cross, Councilor
Kyle Juran, Councilor
Daniel Kohler, Councilor
Marlene Parsons, Councilor
Lore Christopher, Councilor

Staff:
Adam Brown, City Manager
Tim Wood, Assistant City Manager
Shane Witham, Planning Director
Joseph Lindsay, City Attorney
Melissa Bisset, City Recorder

DISCUSSION

a. Presentation of Council Rules of Procedure (CRP - Section 1.1)

There was no presentation, but City Manager Adam Brown commented that the Council could pick up where they left off on December 16th. The Council Members chose to review the Council Rules of Procedure by discussing red-line by red-line.

b. Council Rules of Procedure

The Council discussed proposed changes to the Council Rules of Procedure.

There would be an update to Section 1.1 so that it matched the City Charter.

Section 3.5 - Add that the Council President may call an Emergency Meeting.

Section 3.6 - Executive Session - Add the ORS and a link in the Council Rules of Procedure.

Section 3.10 - Update so that it matches the City Charter.

Section 3.11 - Add the words "and the City Recorder" for notification of a meeting absence.

Section 4.1 - Update the section to include political before the word head so that it matches the City Charter. There was not a majority of the Council that wished to change the section aside from adding the word political before the word head.

Section 5.2.E - Changes that were proposed in the Council packet were agreed upon.

Section 5.2.F - Would be changed to "The Mayor is the official spokesperson for the Council. Unless specifically authorized by the Council, neither the Mayor nor the Councilors shall make any representations on behalf of the City Council."

Section 6.1.d - There was discussion about if the proposed changes should be in the section as it was also included at the end of the section. Changes that were proposed in the Council packet were agreed upon by a majority of the Council.

Section 6.1.f - Changes that were proposed in the Council packet were agreed upon.

Sections 6.1.j and m - There was discussion on if it should include a clear definition of the issue and materials requested of staff. There was consensus on removing the words "clear definition of the issue and materials requested by staff". There were suggestions to remove the section words "If the issue is brought by a Council member, the issue shall include, clear definition of the issue and materials requested by staff." There was consensus on removing the sentence.

Section 6.1 - Changes that were proposed in the Council packet were agreed upon by a majority of the Council. There was a typo that would be corrected.

There was a proposal by Councilor Christopher to add Section 4.3. She distributed a document titled "Proposal for the Addition of Council Vice President position (not a City Charter position)" with the proposed changes.

There was discussion about if the proposed Council Vice President position would attend the Agenda Conference Meetings instead of having a rotating Council Member. A majority of the Council felt that there was value in keeping a rotating Council Member schedule.

The Mayor expressed opposition to forming an "executive committee". There was agreement in removing the "executive committee". There was a suggestion to match the selection of the Council President. There was consensus of the Council to have City Attorney Lindsay work on the language for Section 4.3 and bring it back to the January 21, 2025 City Council meeting.

Section 4.1 - Add the Vice President as a third in line. Add the word political after recognized on the second sentence.

Section 6.4 - There was discussion about the process for placing an item on the agenda. Mr. Brown explained the guidance from the Oregon Government Ethics Commission noting that items could be added to the agenda as long as it's not prescriptive and it was also okay outside of a meeting to suggest items without an outcome for discussion. He further noted that Council Members could bring up items under the Agenda Input during a meeting and it could be prescriptive.

There was a suggestion to bring an outline of what Council Members would like to discuss at the meeting to hand out to the City Council at the meeting. There was a suggestion to move the last two sentences in the packet to Section 6.5 and to remove in addition, Council may place items on a future agenda.

There was a 10 minute recess.

Section 7.1.a - There was a suggestion to remove the words "A Council member may". There was a suggestion to add the words "Communication shall" at the beginning of the second sentence. There was a suggestion to remove the last sentence. There was consensus to make the edits as described in the packet and discussed.

Section 7.1.g - Changes that were proposed in the Council packet were agreed upon.

Section 9 - There was a suggestion to add the words during a meeting under the heading Section 9.

Section 9.3.2 - Changes that were proposed in the Council packet were agreed upon.

Mr. Lindsay would review sections related to quasi-judicial laws to ensure that the Council Rules of Procedure were still in compliance.

Section 11.3 - In the title, add the words Resolutions, Ordinances, and Orders. City Attorney Lindsay suggested adding references to the Sections in the City Charter. There was discussion regarding the Section 11.3. Enactment of Ordinances and whether or not it was redundant. City Attorney Lindsay would look at the difference between the signing and enactment so that the rule would actually mean something beyond just signing an Ordinance.

Section 13.3 - There was consensus that the following sentence would be removed as Council signatures were no longer required: "When a Council member is absent and pulls the minutes from the Consent Calendar to abstain from voting for approval of the minutes, the word "absent" shall be printed in place of a signature."

Section 14.1 - Mayor Clark explained how the process for proclamations currently works. There was discussion regarding how a new process would work. There was a suggestion to review the proclamations annually with the entire City Council. There was a suggestion to consider the proclamations one-by-one when someone requests a proclamation they come before the City Council for a decision. There was consensus about reviewing the approved list of proclamations at the bi-annual goal review.

Section 14.2 - There would be an additional line to state that "No more than one proclamation will be read per City Council Meeting". There was consensus to keep the remainder of the proposed language changes that were in the packet. There was consensus to add the words "Any presentations shall be limited to five minutes unless consent for more time is approved by the City Council."

Section 15.1.c. 1 & 2 - There was discussion about if it should be changed and what the intent was. There was a majority of Council that wanted to remain the same. There was a request for the City Attorney to review item 2 in the section and rework the wording. The section would be changed so that the staff would be the ones sharing written information with the Council.

Section 18 - There was discussion about the current and proposed process on Board, Commission and Committee appointments. City Attorney Lindsay commented that many of the Committee Resolutions had refences to the Council Rules. He suggested adding the words that any changes in the Council Rules would supersede any Resolutions relating to the Council Rules. There was discussion about trust, rebuilding trust, and the Council working as a team.

There was discussion about the portion of Section 18.2 that refers to the section on the Mayor and the Council President using considerations for appointments. There was a suggestion to remove that section. There was a majority of the Council that was in favor of removing the considerations.

Section 18.3 - There was a question about the proposed language of appointments to include "a resident, property owner, employee in or business owner in the city". City Attorney Lindsay suggested a resident or a maximum of one non-resident property owner, employee in or business owner in the city.

Section 18.5 and 18.6 - Changes that were proposed in the Council packet were agreed upon.

Section 18.7 - There was consensus to not move forward with the proposed changes included in the packet.

Section 18.8 - There was consensus to replace the words "addresses and phone numbers" with contact information.

Section 18.11 - There was consensus to remove the examples of governmental entities and non-profit organizations. There was discussion about liaisons to outside organizations and the delegation of voting rights. There was a suggestion to have the same process in 18.2 to be included in section 18.11. There was discussion about separating out the liaisons by Council invitation only or contractual. City Attorney Lindsay would work on language and bring it back to the City Council. The words "subject to Council approval" would be struck.

Marion County Public Safety Coordinating Council was not tied to Councilor terms; SEDCOR was not tied to being Mayor; and Mid-Willamette Valley Community Action Agency was not tied to being Mayor would come off the list as they are not "but for" the position. The Oregon State Fair Council would be added.

Section 18.12 - Changes that were proposed in the Council packet were agreed upon.

There was a question about Audit Committee appointments. The Mayor had spoken with Elaine Wilson and Melissa Martin of the Budget Committee and they were willing to serve.

Section 20.1 - Changes that were proposed in the Council packet were agreed upon.

Section 20.1.c - There was consensus to add Committee Review and Proclamations Review at the end of the first sentence. There was consensus to add that the progress report would be done in a work session. There was consensus to remove the words "and Mayor" in relation to the report of progress of Council Goals as well as add that the report of the City Manager would be done during a work session.

Section 21.1 - Changes that were proposed in the Council packet were agreed upon.

Mayor Clark commented on working together and continuing conversations.

c. Council review of the purpose, need, and objectives of all Boards, Commissions and Committees that are not statutorily required

By consensus of the City Council, this item was moved to the February City Council Work Session.

d. Keizer City Council 2025-2026 Short Term and Long Term Goals

By consensus of the City Council, this item was moved to the February City Council Work Session.

ADJOURNMENT

Mayor Clark adjourned the meeting at 12:19 p.m.

MAYOR: APPROVED:

______________________________ ______________________________
Cathy Clark Dawn Wilson, Deputy City Recorder

Minutes approved: ________________________

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

City Council Meeting Date: February 3, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Tim Wood, Assistant City Manager

Subject: RESOLUTION - Authorizing the Finance Director to Enter into an Agreement with Stone Security for Milestone Care Premium Support Services

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Proposed Motion

I move the City Council adopt Resolution R2025-____ Authorizing the Finance Director to Enter into an Agreement with Stone Security for Milestone Care Premium Support Services

I. Summary

The City of Keizer uses Milestone Software for video surveillance in multiple city parks. Staff would like to enter into a support agreement so that they can work directly with Milestone rather than through a third-party retailer. The agreement is for $1,224 with a support period of 10 years.

II. Background

A. Over the last six months the City of Keizer has added video surveillance cameras to multiple city parks. The cameras operate using Milestone software.

III. Current Situation

A. The City has experienced some delays in customer support as the result of having to work through a licensed third-party support provider.

B. City Staff would like to access Milestone customer support directly to reduce any potential delays.

IV. Analysis

A. **Strategic Impact** - Not applicable

B. **Financial** - The service support agreement is $1,224 which is covered by existing appropriations in the 2024-25 City of Keizer Adopted Budget.

C. **Timing** - Authorization to enter into the agreement will immediately provide city staff access directly to Milestone customer support.

D. **Policy/Legal** - The support agreement is in excess of three years and as such requires City Council approval to move forward.

V. Alternatives

A. Authorize the Finance Director to enter into an agreement with Stone Security for Milestone Care Premium Support Services.

B. Take no action and the City will continue to work through a third party for Milestone software support.

VI. Recommendation

Staff recommends the City Council authorize the Finance Director to enter into an agreement with Stone Security for Milestone Care Premium Support Services.

Attachments

1. RES_CC_Agreement with Stone Security for Milestone Care Premium Supposrt_2 3 2025
2. Stone_Security.Q013966.v3.12 City of Keizer - Revised

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

AUTHORIZING THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH STONE SECURITY FOR MILESTONE CARE PREMIUM SUPPORT SERVICES

WHEREAS, the City uses Milestone Software for video surveillance in multiple city parks;

WHEREAS, it has been determined that entering into a support agreement so that the City can work directly with Milestone rather than through a third-party retailer is of a benefit to the City;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Finance Director is hereby authorized to enter into the attached Statement of Work for Milestone Care Premium Support services for the purchase price in the amount of $1,224.00.

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

PASSED this __________ day of _________________, 2025.
SIGNED this __________ day of _________________, 2025.

____
Mayor

____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

We have prepared a quote for you

Milestone Care Premium

Quote # Q013966 Version 3

Prepared for:

Prepared by:

City of Keizer

Stone Security
A BEARCOM COMPANY

Products

MPN	Product Description	Qty	Price	Ext. Price
MCPR-Y3XPPPLUSDL	Milestone - Care Premium, XProtect Professional+ Device License, 3 Years - MCPR-Y3XPPPLUSDL	24	$33.00	$792.00
MCPR-YXPPPLUSDL	Milestone - Care Premium, XProtect Professional+, Device License, 1 Year - MCPR-YXPPPLUSDL	24	$13.00	$312.00
MCPR-MXPPPLUSDL	Milestone - Care Premium, XProtect Professional+ DL, 1 Month - MCPR-MXPPPLUSDL	120	$1.00	$120.00

Subtotal: **$1,224.00**

Estimated Tax: **$0.00**

Statement of Work

Deliverable

M01-C05-233-01-6C440C

Resale Only

Milestone Care Premium

Prepared by:	**Ship To:**	**Bill To:**	**Quote Information:**
Stone Security	**City of Keizer** 930 Chemawa Rd NE Keizer, OR 97303 Jeff Heyen +15038563420 heyenj@keizeror.gov	**City of Keizer** 930 Chemawa Rd NE Keizer, OR 97303 Jeff Heyen +15038563420 heyenj@keizeror.gov	**Quote #: Q013966** Version: 3 Delivery Date: 01/15/2025 Expiration Date: 01/31/2025 Net 30

Quote Summary

Description	Amount
Products	$1,224.00

Total: **$1,224.00**

Pricing:
Payment of all applicable state and local taxes are the responsibility of the customer. Please verify that all taxes are correct based on your organization and notify Stone Security if any changes are needed.

Quotes and pricing terms are negotiated between Customer and Stone Security and may be unique to the Customer. Customer will not use this confidential Information in furtherance of its business, or the business of anyone else, whether or not in competition with Stone Security.

Credit Card payments are subject to a 3% processing fee.

Return Policy:
Purchases are subject to a 30 day return policy on products which are unopened and in new condition. Returns may be subject to a restocking fee depending on manufacturer restrictions. Custom products and open boxes are nonreturnable.

Support:
Systems not covered by a Support Agreement will be billed time and materials.

Warranty:
Stone Security warrants all labor and materials installed at the job site for 90 days from the installation date, excluding normal wear and tear or product abuse. A representative will assess any damage caused by Stone Security. If found to be due to faulty workmanship or materials, Stone Security will repair or replace the defective material at no cost.

Acceptance:
By signing below, you agree to the Pricing, Deliverables, Return Policy and Support of this Quote and are duly authorized to sign on behalf of the Company. Please note that all materials will be invoiced upon quote acceptance or receipt of Purchase Order.

Stone Security		City of Keizer	
Signature:		Signature:	
Name:		Name:	
Title:	Sales Account Manager	Date:	
Date:	01/15/2025		

Quote Information:

Quote # Q013966 Version 3