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

AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION

Tuesday, February 18, 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

5. COMMITTEE REPORTS

6. PUBLIC COMMENTS

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

7. PUBLIC HEARINGS

- a. **OLCC Application - Change of Ownership - Off-Premises Liquor License - Pat's Cig and Vape**

8. ADMINISTRATIVE ACTION

- a. **RESOLUTION - Authorizing City Manager to Sign Management Agreement with Keizer Community Field Association for Keizer Multi-Sports Synthetic Turf Fields**
- b. **RESOLUTION - Authorizing City Manager to Sign Letter of Intent With Raising Cane's Restaurants LLC (Keizer Station Area B)**
- c. **ORDINANCE - Establishing a Franchise Agreement with Portland General Electric for Placement of Utilities in the Public Rights-of-Way; Repeal of Ordinance No. 2012-667**
- d. **RESOLUTION - Authorizing City Manager to Sign Volunteer Economic Development Advisor Agreement**

- e. Discussion - Community Diversity Engagement Committee
- f. Discussion to be brought to the next Community Diversity Engagement Committee (CDEC) Meeting - Rename CDEC Committee
- g. **RESOLUTION** - Resolution R2025-____ Amending the Keizer Public Art Commission (KPAC); Amending Resolution No. R2015-2552; Repeal of Resolution R2020-3059
- h. Discussion - Adoption of Personnel Policies (Council approved policies)
- i. **RESOLUTION** - Establishing a Public City Library in the City of Keizer and Establishing Rules, Policies, and Regulations for the Keizer Public Library
- j. Approval of the January 18, 2025 Work Session Minutes

9. CONSENT CALENDAR

- a. Approval of January 21, 2025 Regular Session Minutes
- b. Approval of February 3, 2025 Regular Session Minutes
- c. **RESOLUTION** - Authorizing the City Manager to Award and Enter Into a Contract with Flow Line Construction LLC for 2025 Waterline Replacement Project

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 24, 2025 - 6:00 p.m. - City Council Work Session - Short Term and Long Term Goals

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

Monday, March 10, 2025 - 6:00 p.m. - Long Range Planning Task Force Meeting

14. ADJOURNMENT

City of Keizer Mission Statement

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

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



To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Melissa Bisset, City Recorder

Subject: OLCC Application - Change of Ownership - Off-Premises Liquor License - Pat's Cig and Vape

Proposed Motion

I move the City Council recommend approval of the application for a change of ownership for an Off-Premises Sales Liquor License from Mog and Mog Inc. for Pat's Cig and Vape under the guidelines established by ORS 471.175 and the Ordinances of the City of Keizer.

I. Summary

On December 13, 2024, the City received an application for a change of ownership for an Off-Premises Sales Liquor License from Mog and Mog Inc. for Pat's Cig and Vape located at 4486 River Road N Keizer, Oregon. As required by Keizer Ordinance 2010-623 a public hearing was scheduled; notice was published and mailed to all property owners within 200 feet of the establishment. The Keizer Police Department conducted a background check of the applicants and has no reason to recommend denial of the application. In addition, the Keizer Planning Department has no comments on the application.

II. Background

- A. Keizer Ordinance 2010-623 includes guidelines for review of liquor license applications in the City of Keizer.
- B. The Ordinance states liquor licensees should promote, sell, and serve alcohol in a responsible manner which minimizes the risks associated with its use, and should work in partnership with the community to improve community livability.

III. Current Situation

- A. The owner of Pat's Cig and Vape has submitted an application for a change of ownership for a OLCC Off-Premises Sales Liquor License for their business located at 4486 River Road, N Keizer, Oregon.
- B. The Oregon Liquor and Cannabis Commission (OLCC) allows for Local Government Recommendations on Liquor License Applications.

IV. Analysis

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

B. **Financial** - The application requires a \$75 fee, which has been paid.

C. **Timing** - As required by Keizer Ordinance 2010-623 a public hearing was scheduled; notice was published and mailed to all property owners within 200 feet of the establishment as well as the West Keizer Neighborhood Association.

D. **Policy/Legal** - The review process for a liquor license application is outlined in City Ordinance 2010-623.

V. Alternatives

A. Recommend approval of the license application.

B. If no action is taken, the Oregon Liquor and Cannabis Commission will have the authority to make a determination.

C. File an unfavorable recommendation with the OLCC based on the license refusal reasons in Oregon State Statutes and Oregon Administrative rules and supported by reliable factual information.

VI. Recommendation

Staff recommends the public hearing be opened to allow testimony from the applicant or other interested individuals and upon completion, the hearing be closed. It is further recommended the Council recommend approval of the application for Pat's Cig and Vape located at 4486 River Road N under the guidelines as established by ORS 471.175 and the Ordinances of the City of Keizer. This recommendation will then be forwarded to the Oregon Liquor and Cannabis Commission for final approval.

Attachments

1. Pat's Cig and Vape - Local Government Recommendation

"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."



OREGON LIQUOR & CANNABIS COMMISSION
Local Government Recommendation – Liquor License

Annual Liquor License Types	
Off-Premises Sales	Brewery-Public House
Limited On-Premises Sales	Brewery
Full On-Premises, Caterer	Distillery
Full On-Premises, Commercial	Grower Sales Privilege
Full On-Premises, For Profit Private Club	Winery
Full On-Premises, Non Profit Private Club	Wholesale Malt Beverage & Wine
Full On-Premises, Other Public Location	Warehouse
Full On-Premises, Public Passenger Carrier	

Section 1 – Submission – To be completed by Applicant:		
Legal Entity/Individual Applicant Name(s): Mog and Mog Inc Proposed Trade Name: Pat's Cig and Vapo Premises Address: 4486 River Rd N Unit: City: Keizer County: Marion Zip: 97303 Application Type: ☐ New License Application ☒ Change of Ownership ☐ Change of Location License Type: Off Premises Sales ☐ Additional Location for an Existing License		
Contact Name: Dary El Moghraby Phone: 360-787-3739 Mailing Address: 4486 River Rd N City: Keizer State: OR Zip: 97303 Email Address: ddm00@aub.edu.lb		
Please check all that apply to your proposed business operations at this location: ☐ Manufacturing/Production ☒ Retail Off-Premises Sales ☐ Retail On-Premises Sales & Consumption If there will be On-Premises Consumption at this location: ☐ Indoor Consumption ☐ Outdoor Consumption ☐ Proposing to Allow Minors		
Section 1 continued on next page		



OREGON LIQUOR & CANNABIS COMMISSION
Local Government Recommendation – Liquor License

Section 1 Continued – Submission - To be completed by Applicant:

Legal Entity/Individual Applicant Name(s): Mog and Mog Inc

Proposed Trade Name: Pat's Cig and Vape

IMPORTANT: You **MUST** submit this form to the local government **PRIOR** to submitting to OLCC.
Section 2 must be completed **by the local government** for this form to be accepted
with your CAMP application.

Section 2 – Acceptance - To be completed by Local Government:

Local Government Recommendation Proof of Acceptance

After accepting this form, please return a copy to the applicant with received and accepted information

City or County Name:

Optional Date Received Stamp

Date Application Received:

Received by:

Section 3 – Recommendation - To be completed by Local Government:

- ☐ Recommend this license be granted
- ☐ Recommend this license be denied (Please include documentation that meets OAR 845-005-0308)
- ☐ No Recommendation/Neutral

Name of Reviewing Official:

Title:

Date:

Signature:

After providing your recommendation and signature, please return this form to the applicant.



OREGON LIQUOR & CANNABIS COMMISSION BUSINESS INFORMATION – LIQUOR LICENSE

Applicant Name	Mog & Mog Inc Dary El Moghraby
Trade Name	Pat's Cig and Vape
Premises Street Address	4486 River Rd N Kelzer, OR. 97303
License Type	Off Premises

Business Contact	360-787-3739
Mailing Address	4486 River Rd N Kelzer, OR. 97303
Phone Number	360-787-3739
Email Address	ddm00@aub.edu.lb

Operating Hours

<u>Day of Week</u>	<u>Open Time</u>	<u>Closed Time</u>	<u>Seasonal Variation</u>	<u>Explanation</u>
7	8:00am	9:00pm	Yes ☐	

☐ Not open to the public or by appointment only

Seating

Restaurant Seating: _____ Outdoor Seating: _____ Other Seating: _____

☒ No On-Premises Consumption

ENTERTAINMENT

Check all that apply:

- | | |
|--|---|
| ☐ Live Music | ☐ Video Lottery Machines |
| ☐ Recorded Music | ☐ Nude Dancing |
| ☐ DJ Music | ☐ Live Entertainment |
| ☐ Dancing | ☐ Minor Entertainers |
| ☐ Karaoke | ☐ Minor Entertainers In an Area Prohibited to Minors |
| ☐ Coin-operated Games | **Need prior OLCC approval |
| ☐ Social Gaming | ☐ Other: |
| ☐ Pool Tables | |

Rev: 7.23.24



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Adam Brown, City Manager
Subject: Synthetic Turf Field Operations Agreement

Proposed Motion

I move that the Keizer City Council adopt Resolution R2025-____ Authorizing City Manager to Sign Management Agreement with Keizer Community Field Association for Keizer Multi-Sports Synthetic Turf Fields.

I. Summary

The City has been working with Keizer Community Fields (KCF) for an operations agreement to manage the new synthetic turf fields at Keizer Rapids Park. A short term agreement has been in place since October. Staff and KCF have come to an agreement on the terms for operating and maintaining the new complex.

II. Background

- A. The City of Keizer opened two new multiuse synthetic fields in October 2024 at Keizer Rapids Park. Construction of this facility was made possible by a partnership between Marion County and the City of Keizer. The City is not staffed to be able to schedule and maintain the fields, and doing it with city staff would be highly inefficient.
- B. The City has allowed operation of the fields by Keizer Community Fields, an organization applying for non-profit status, for a short term operations agreement while a longer term agreement was negotiated.
- C. Over a series of meetings between November and February, the City and Keizer Community Fields have come to an agreement for the operations and maintenance of the facility.

III. Current Situation

- A. The agreement is for the remainder of the calendar year 2025 with two possible one-year extensions. The agreement can also be terminated by either party by 30-days notice.
- B. The agreement allows for the fields to be open from 8 am to 9 pm. Priority for use will be given to reservations in two time periods. During the School year, between

September 1 and May 30 reservations will take priority between 4 pm and 9 pm. In the summer months between June 1 and August 30, reservations will take priority for use between 8 am and 9 pm. The summer schedule is made to accommodate summer camps.

- C. KCF will maintain the fields and equipment as well as elements of Phase II including the bathroom, concessions, picnic area, and garbage.
- D. Fees for use of the area will be set and amended by the Keizer City Council.
- E. The fields will be open 8 am to 9 pm year round. Reservations will take priority over open play in the evenings during the school year and all day during the summer.

IV. Analysis

- A. **Strategic Impact** - Construction and opening of the field was a priority of the City Council. The field opened to a crowd of around 900 people.
- B. **Financial** - KCF will meet with the City staff in February of each year of this agreement to review the finances of the calendar year. It is expected that KCF makes a contribution to the sinking fund of \$120,000 by March 15 of each year following the first full year of operation. If profits do not allow for the entire sum to be met, the City may fill in the gap to make the sinking fund whole from the Parks Operation Fee.
- C. **Timing** - Staff was targeting to have this agreement done before the beginning of 2025. With two months into the new calendar year, staff is eager to have the Keizer City Council approve the operations and maintenance agreement. The contract period will be through the end of the current calendar year 2025 but it can be extended for two one-year increments at the discretion of the city.
- D. **Policy/Legal** - Only the Council can approve this operations and maintenance agreement.

V. Alternatives

- A. Adopt the attached Resolution approving the agreement as written.
- B. Amend it as recommended by the majority of council, seek concurrence by KCF and direct staff to return for adoption.

VI. Recommendation

Staff recommends that the Keizer City Council adopt the attached Resolution approving the agreement as presented.

Attachments

1. RES_CC_Authorizing City Manager to Sign Turf Fields Management Agreement_2 18 2025
2. AGMT_KCFA_Long term operations agreement 2 18 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 CITY MANAGER TO SIGN MANAGEMENT
AGREEMENT WITH KEIZER COMMUNITY FIELD ASSOCIATION
FOR KEIZER MULTI-SPORTS SYNTHETIC TURF FIELDS

WHEREAS, the City and Keizer Community Field Association entered into a
Short-Term Management Agreement on October 1, 2024;

WHEREAS, the Short-Term Management Agreement was set to terminate on
December 31, 2024;

WHEREAS, the Short-Term Management Agreement was extended to February
4, 2025;

WHEREAS, the parties have negotiated the terms of a management agreement
and desire to enter into such Agreement;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City
Manager is authorized to sign the Management Agreement for Keizer Multi-Sports
Synthetic Turf Fields with Keizer Community Field Association, a copy of which is
attached as Exhibit "A" and by this reference incorporated herein.

Management Agreement for Keizer Multi-Sports Synthetic Turf Fields

PARTIES:

City of Keizer, an Oregon Municipal Corporation,
930 Chemawa Rd NE, Keizer, Oregon 97303 (hereinafter “City”)

Keizer Community Field Association,
5094 Bailey Rd. NE, Keizer, OR (hereinafter “Manager”)

RECITALS:

A. City owns real property and improvements located at 1900 Chemawa Rd N., Keizer, Marion County, Oregon. Such improvements include the artificial sports fields.

B. City and Manager desire to enter into an Agreement to outline the terms under which the Manager will oversee the management and maintenance of the artificial sports fields located at 1900 Chemawa Rd N, Keizer, Oregon 97303.

C. This Agreement is intended to grant no property interest or lease rights to Manager, or any third party that may result in the loss of property tax exempt status of the Park.

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

AGREEMENT:

1. Term. The term of this Agreement shall be from January 1, 2025 to December 31, 2025, or until this Agreement is terminated or renewed as herein provided. This Agreement may be renewed for two (2) one-year terms. Any renewal shall be in writing and signed by the parties. The City and the Manager will meet together after June 30 of each year of the term, but in no event later than November 1 of each year of the term, to review the finances of the facility.

2. Relationship of the Parties. Manager understands and agrees that they are a contractor and not an employee of the City of Keizer. Manager agrees that this contract arrangement does not create an employer/employee relationship with the City, and that this contractual relationship does not in any way create an entitlement to City benefits, PERS, sick leave, paid leave, or insurance. It is further understood that this Agreement is not, nor should it be construed as, a lease or an agreement in the nature of a lease. No covenant of quiet enjoyment shall be implied in this Agreement.

Manager has no property interest or possessory interest in the Park/improvements. Manager shall have the right to use the improvements pursuant to the terms of this Agreement.

3. Responsibilities of Manager. Subject to the terms and conditions set forth herein, Manager agrees to the following for the term of this Agreement:

A. Field Maintenance. Manager shall:

- a. Ensure regular maintenance of the turf fields with city equipment.
- b. Keep the Field Utility Vehicle, Spreader, Groomer, and Sweeper clean. The equipment shall remain at the fields unless City staff determines a need elsewhere. The parties agree that City equipment can only be used by those who have been properly trained and signed the appropriate waiver before the use of said equipment.
- c. Ensure that the turf will not be brushed with the steel spikes until October 1, 2027 unless agreed upon by the City.
- d. Remove nets under freezing conditions.

B. Non-Field Facility Maintenance. Manager shall:

- a. Bathroom. Maintain and provide supplies for the bathroom facility upon completion of construction. Any service of the portable toilets in addition to normal scheduled service will be the responsibility of the Manager.
- b. Parking Lot. Provide general pick up of debris from the parking lot. Manager will maintain parking stall striping, including providing the paint, unless the lot is regraded by the City, in which case, the City will have it restriped.
- c. Garbage. Remove garbage from the facility to receptacles. If a separate dumpster becomes necessary to be placed at the fields, the cost will be the responsibility of the Manager.
- d. Concessions. Operate the concession at their discretion in accordance with State, County, and local law. Manager shall keep the storage areas neat and orderly. All equipment necessary for the operation of the concessions and expenses in association with concessions will be the responsibility of the Manager.

C. Field Scheduling. Manager shall coordinate and manage bookings for field usage, charging rates as set by City Council Resolution.

D. Condition Monitoring. Manager shall regularly inspect the fields for damage or wear and promptly communicate with City staff to arrange for repairs as necessary.

E. Vandalism. Manager shall monitor and repair any and all vandalism to the fields, fencing, and other facilities connected with the turf fields. Manager shall notify City immediately if vandalism occurs at the fields or field related facilities, such as the bathroom.

F. Compliance. Manager shall ensure compliance with any field rules and any other regulations of the City of Keizer.

G. Reporting. Manager shall provide regular updates and field utilization and issues to the City along with notifying all invitees or users of the fields of any known potential hazards

or dangers. The manager will meet twice a year with the City. Manager will meet with City staff first and then City Council between February 1st and March 15th. The second meeting shall occur between August 1st and October 15th.

H. User Fees. Manager shall collect and retain field rental fees as set by City Council Resolution.

I. Bookkeeping. Manager shall keep records of all payments or income derived from the facilities and supply them to the City every quarter and within 30 days of City's request.

J. Insurance. Manager shall maintain in effect throughout the term of this Agreement for all Manager's activities, a public liability insurance policy naming the City as an additional insured in an amount of \$1,000,000 for all damages arising out of bodily injury, including death, at any time, sustained by any one person in any one accident, and a limit of \$2,000,000 for all damage arising of injury to or destruction of property. Such insurance provided by Manager, and naming the City, its officers, agents, contractors, and employees as an additional insured, is for coverage during Manager activities, occasioned wholly or in part by the acts or omission of the Manager, its agents, officers, participants, and employees while using City facilities or otherwise performing its activities in agreement with the City. Manager shall provide the insurance documentation to City within five (5) days of execution of this Agreement.

K. Discipline and Control. Manager shall enforce the "no alcoholic beverages/drugs" and tobacco/vaping-free rules, and handle crowd control at the fields. Manager has authority to eject such persons as necessary, but shall be responsible for any claims whatsoever in connection with such ejections.

L. Security. Manager shall maintain adequate security on the premises and its patrons. Manager and City will furnish the other with appropriate keys, combinations, or administrative access for the lock(s) to enter all areas of the property which may be secured. Manager will limit the number of keys, if any for access and will not provide combinations to anyone other than those who need it for access. A complete list of all individuals having keys shall be provided to City and updated within 24 hours of changes. The administrative access for the control of the field lock will be accessible to both parties at all times during this Agreement.

M. Fields Open to the Public. Manager understands that any individuals or groups may use the individual fields at any time the Park is open if such use does not interfere with the priority or reserved use, cause safety concerns, or cause undue wear and tear. Manager generally agrees that when the fields are not scheduled for use, the fields will operate as a public facility, open to any and all users except as stated herein. During the summer season, from June 1 to September 1 each year, reservations take priority. Field gates will be open from 8:00 a.m. to 9:00 p.m. daily all year. For non-summer season, between September 1 and June 1 of each year, reservations take priority between the hours of 4:00 p.m. and 9:00 p.m. In accordance with Resolution R2024-3506, scheduled games take precedence over

practice during the weekdays and half-field reservations are only available Monday through Thursday.

N. Complaints. Manager shall appropriately respond to any complaints in a timely and professional manner. Written responses to complaints shall be kept (not altered or deleted). Manager shall promptly notify the City Manager of any problem that Manager is not able to resolve so that the City can rapidly respond. However, notice to the City Manager does not waive any obligation or duty of Manager.

O. Compliance with Law. Manager shall at all times conduct its operations and assure that the operations of all subcontractors and employees are conducted in full compliance with all applicable laws, ordinances and administrative regulations of federal government, the State of Oregon, Marion County, the City of Keizer, and the agencies of any and all of them. Any license or certificate required by such authorities must be obtained and posted at all times. This shall include, but is not limited to compliance with state and federal disability laws.

P. Banners and Field Sponsorships: Manager agrees to adhere to constitutional principals in the lawful allowance of advertising/banners at the park. The banners cannot cover more than half of any fencing segment because of wind. They must also leave at least a minimum of one foot of space from the top of the fence and have proper siping. If the agreement ends, the Manager agrees to transfer a pro-rata share of the revenue given to the Manager for the banner advertisement. Field sponsors [sewed into the turf] must be given permission by City and funds from field sponsors will go directly to the city for the improvement of the facility.

4. Responsibilities of the City. For the term of this Agreement, the City agrees to:

A. Equipment. The City shall:

- a. Provide a Turf Utility Vehicle, Groomer, Spreader, and Sweeper for Manager's use.
- b. Provide routine maintenance of the Gator, Spreader, and Sweeper which will include but not be limited to such things as oil changes and lubricating.
- c. Provide shoe scrubbers for cleaning shoes prior to entry into the fields.

B. Non-Field Facility Maintenance. City shall:

- a. Bathrooms. Provide and pay for one standard and one ADA chemical toilets until the bathrooms are constructed and opened.
- b. Parking Lot Maintenance. Provide grading of the gravel parking lot as needed until it is paved. The City will restripe the parking stalls after grading.
- c. Fence. Address any parts of the fence that need repair.
- d. Bike Racks. Provide bike racks for the facility.

C. Concessions. City will allow food trucks during scheduled events in accordance with all applicable state, county, and local regulations, including, but not limited to, the Oregon Health Authority.

D. Fee Schedule. City shall place suggested facility fees before the Keizer City Council for consideration. All facility fees must be adopted by the Keizer City Council, excluding any revenue derived from food trucks.

E. Costs. The City will pay the electric through June 30, 2025. Thereafter, Manager shall pay the electric to the turf fields. Sanitary sewer costs for the bathrooms/concessions will be paid by the Manager.

F. Resources. City shall provide the initial equipment required for parking lot striping, field maintenance, and game equipment including soccer goals; lacrosse goals; football pylons, yard markers and chains; 4 team benches; field marking equipment, a scoreboard controller, and a container or permanent facility for storage. Replacement of this initial equipment is the responsibility of the Manager and shall be paid by Manager.

G. Access. City shall grant Manager access to the fields, administrative access for control of the field lock, lights, and container as required for the performance of their duties.

H. Insurance. City will provide insurance coverage for times not under the management of Manager.

I. Interruption of Event. City, acting through the City Manager, reserves the right, in its sole discretion, to cancel, terminate or interrupt any event, and cause one or more patrons to be dismissed during any event, if necessary to protect the public or property. However, no action shall occur without consultation with Manager. City shall not be liable to Manager or any third parties for any loss or damages by any such determination or action by the City Manager, or is/her designee taken in good faith for the benefit or protection of the City and the public generally, or the protection of the Park. For matters that are on-going or are likely to recur, Manager may request ratification by the City Council of any actions by the City Manager, and may require any continuing actions by the City Manager to be approved formally by the City Council.

5. Financial Contributions. Manager will meet with the City in February of each year of this Agreement to review the finances of the calendar year. It is expected that Manager make a contribution to the facility sinking fund of \$120,000 by March 15 of each year following the first full year of operation. If finances do not allow for the entire sum to be met, the City may fill in, to the best of its ability, dollars from the Parks Operation Fee to meet the annual requirement.

6. Facility Improvements. Manager agrees that all improvements on the premises are the property of City. Manager further agrees that all permanent improvements made upon the premises by Manager or any other person or entity after the date of this Agreement become the property of the City. Any ADA requirements that are required as part of the Manager's proposed improvements will be paid by the Manager. If federal ADA laws require upgrades or

improvements separate from a Manager proposed facility improvement, the City will construct and pay for them. Future facility improvements must be approved by the Keizer City Council with input by Manager. Any capital improvement required as a result of state and federal disability laws shall be constructed by City at City's expense.

7. Termination. This Agreement may be terminated by either party with 30 days' written notice. Upon termination, the Manager will cease all activities related to the management of the fields and promptly return any property or equipment belonging to the City. If either party exercises this clause, Manager agrees to supply City with an accurate and current schedule for the fields as well as paying a pro-rata (calculated per month) of the \$120,000 annual sinking fund. As an example, if this agreement is terminated by the City after two months, Manager would pay the City \$20,000 as a two-month pro-rata payment. However, if less monies were collected than the above-referenced pro-rata amount during the time of the agreement, then the parties agree to split the amount of money collected 50/50. Upon termination, if there are other agreements between Manager and third parties that effect the facility, Manager agrees to either assign those over to the City or terminate them at the City's discretion.

8. Indemnification. Manager and City agree to indemnify and hold harmless the other party from any claims, liabilities, or damages arising out of their respective duties under this Agreement.

9. Assignment and Subcontracting. Manager shall not assign or transfer this Agreement, or any interest thereon. Any such assignment shall be void, and shall, at the option of the City, terminate this Agreement. Manager shall not subcontract any of its responsibilities hereunder without the express written consent of the City.

10. Default. Upon failure by Manager to perform any term, condition, or covenant of this Agreement within seven days after written notice from City has been sent by regular mail, addressed to Manager specifying the nature of the failure with reasonable particularity, City shall have the option to declare Manager to be in material breach and default hereunder and shall enable City to pursue its legal remedies including but not limited to those referred to in this Agreement.

11. Remedies. Upon default, and after the notice period described above, City may elect to terminate this Agreement and bring an action to recover any damages suffered by City as a result of Manager's actions or as a result of any breach by Manager of any term, covenant or condition of this Agreement.

12. Attorney Fees. If suit or action is instituted to enforce or interpret this Agreement or in conjunction with any claim or controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the Court may adjudge reasonable as attorney fees at trial and on appeal of the suit or action.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Oregon.

14. Amendments. Any amendments to this Agreement must be made in writing and signed by both parties.

15. Non-Discrimination. Manager agrees not to discriminate against any employee or applicant for employment because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services, or privileges offered to or enjoyed by the general public.

16. Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

City:

Manager:

Signature: _____

Signature: _____

Name: Adam J. Brown

Name: _____

Title: City Manager

Title: General Manager



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Adam Brown, City Manager
Subject: Sale of Property at 2335 Chemawa Rd. NE

Proposed Motion

I move that the Keizer City Council adopt Resolution R2025-____ Authorizing City Manager to Sign Letter of Intent With Raising Cane's Restaurants LLC (Keizer Station Area B).

I. Summary

City staff have been working with Raising Cane's Restaurants to sell the property at 2335 Chemawa Road. Following a commercial appraisal, city staff have come to an agreement with Raising Cane's Restaurants on the terms of the sale. Staff recommends approval of the Letter of Intent.

II. Background

- A. City staff began communication about purchasing the city's property in early October 2024 with brokers for Raising Cane's Restaurant LLC. Raising Cane's Chicken is a nationally known restaurant brand that would be built on the site.
- B. With interest in this property and on the recently approved Letter of Intent for the sale of the property on the west side of Keizer Station Boulevard the City ordered an appraisal update for all of the properties in Area B of Keizer Station. The property had been appraised by Powel Banz Valuation on at least two other occasions over the last 15 years. With their knowledge of the property, Powel Banz Valuation was asked to update the valuation. The appraised value of the four tax lots combined is \$1,905,000.

III. Current Situation

- A. The City and Raising Cane's LLC have come to terms on a letter of intent to sell the property for the appraised value of \$1,905,000. The City will pay a broker's fee of 6% which is \$114,300 netting \$1,790,700.
- B. The property will require a text amendment to the Keizer Station Master Plan. The agreement is contingent upon the text amendment being approved.
- C. With the property on the west side of Keizer Station Boulevard being recently committed, the two parties intend to work together to complete a revision of the

master plan.

IV. Analysis

- A. **Strategic Impact** - Selling the properties owned by the City is of strategic importance to pay down the PERS unfunded accrued liability as agreed to by the 2024 budget committee.
- B. **Financial** - The purchase price for the property was based on a commercial appraisal which valued the property at \$1,905,000.
- C. **Timing** - The Raising Cane's Restaurants, LLC is ready to do site analysis. Approval of this item will allow them to present the purchase to their real estate portfolio team in March 2025. The company plans to begin the land use processes quickly after approval of the Letter of Intent.
- D. **Policy/Legal** - Only the Council can authorize the sale of property. The Council must allow for testimony on the sale if there are interested citizens or parties who wish to speak on the sale.

V. Alternatives

- A. Adopt the attached Resolution approving the Letter of Intent to sell the property at 2335 Chemawa Rd NE to Raising Cane's Restaurants, LLC.
- B. Take No Action - There may be other interested parties for this parcel. Other parties may or may not agree to the appraisal price as Raising Cane's Restaurants has agreed.

VI. Recommendation

Staff recommends that the Keizer City Council adopt the attached Resolution approving the Letter of Intent to sell the property owned by the City of Keizer at 2335 Chemawa Rd. NE including tax lots 1101, 1201, 1300, 1401 to Raising Cane's Restaurants LLC and authorize the City Manager to sign the Letter of Intent.

Attachments

- 1. RES_CC_Letter of Intent - Raising Canes - KS Area B_2 18 2025
- 2. EXH_CC_Letter of Intent - Raising Canes - KS Area B_2 18 2025

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

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2025-_____
4

5
6 AUTHORIZING CITY MANAGER TO SIGN LETTER OF
7 INTENT WITH RAISING CANE'S RESTAURANTS LLC
8 (KEIZER STATION AREA B)
9

10
11 WHEREAS, the City received a Letter of Intent from Raising Cane's Restaurants
12 LLC dated January 13, 2025;

13 WHEREAS, such Letter of Intent sets forth the general terms and conditions
14 upon which the parties may agree to the final terms of a Purchase and Sale Agreement to
15 allow Raising Cane's Restaurants LLC to develop a Raising Cane's Restaurant in Keizer
16 Station Area B next to the Transit Station;

17 WHEREAS, Raising Cane's Restaurants LLC has requested that the City agree
18 and accept the Letter of Intent;

19 WHEREAS, the City Council has considered the matter and wishes to proceed;

20 NOW, THEREFORE,

21 BE IT RESOLVED by the City Council of the City of Keizer that the City
22 Manager is authorized to sign the Letter of Intent dated January 13, 2025 received from
23 Raising Cane's Restaurants LLC, a copy of which is attached hereto and by this
24 reference incorporated herein on behalf of the City.
25

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

3 PASSED this _____ day of _____, 2025.

4

5 SIGNED this _____ day of _____, 2025.

6

7

8

9

Mayor

10

11

12

City Recorder



January 13, 2025

Adam J. Brown
City Manager
City of Keizer
930 Chemawa Rd NE
Keizer, Oregon 97307

Re: Purchase Offer by Raising Cane's Restaurants LLC.

Dear Adam:

This Letter of Intent summarizes the general terms and conditions which Raising Cane's Restaurants, L.L.C. is offering to purchase taxlots 1101, 1201, 1300, and 1401 located at the northeast corner of Lockhaven Drive NE and Keizer Station Blvd in Keizer, Oregon (the "Property") as shown on Exhibit A of this Letter of Intent.

Seller

City of Keizer. (Seller)

Purchaser

Raising Cane's Restaurants, L.L.C. (Purchaser)

Property

An approximately 61,419 square foot site located at the northeast corner of Lockhaven Drive NE and Keizer Station Blvd in Keizer, Marion County, Oregon along with all improvements located on the site, if any. The Property is shown on Exhibit A of this Letter of Intent.

Purchase Price

The purchase price for the Property shall be **One Million Nine Hundred Five Thousand Dollars (\$1,905,000.00)** in accordance with the MAI appraisal received by Seller, payable in cash or immediately available funds at the closing of the purchase and sale (the "Closing") as contemplated herein.

Deposit:

Purchaser will deposit **FIFTY THOUSAND DOLLARS (\$50,000.00)** (the "Deposit") within five (5) business days after the Effective Date of the Purchase Agreement with Fidelity National Title Company in Salem, Oregon ("Escrow Agent"), which will be held in an escrow account and applied to the Purchase Price at Closing.

Purchase Agreement Effective Date

The first business day after the last signature to the Purchase Agreement (the "Effective Date")

Inspection Period

Purchaser shall have **One Hundred Twenty (120)** days beginning the first business day after the Effective Date of the Purchase Agreement (the "Inspection Period") to inspect and test the Property, which may include environmental, zoning, flood zone, drainage, soil & slab conditions, and any other aspects of the Property, including, but not limited to, economic and other factors that Purchaser deems relevant or material to Purchaser's criteria and standards for the fitness and suitability of the Property. Seller grants to Purchaser, its agents, and contractors the right to enter the Property for the purposes of conducting its inspections and tests. Purchaser will provide proof of commercial general liability insurance coverage prior to entering the Property. Seller shall provide to Purchaser, within ten (10) business days after the Effective Date of the Purchase Agreement, all existing surveys, maps, environmental reports and soils reports in Seller's possession pertaining to the Property, if any, or a statement that no such reports and information is in Seller's possession.

The purchaser's offer will be contingent upon a text amendment to the city's code. The text amendment will need to go through the Oregon Department of Land Conservation and Development (DLCD) which will more than likely take at minimum 90 days. Additionally, the purchaser will need to have a master plan amendment to the Keizer Station Master Plan, which may be able to be shared by an adjacent developer. Purchaser agrees and understands that Seller's obligations and duties as a municipal government to follow, enforce, and adopt laws and ordinances are necessarily separate and apart from the relationship of the parties created herein, and that any good faith enforcement or adoption of laws or other acts Seller may take in its role as municipal government shall not be restricted by the fact that Seller enters into any purchase and sale agreement for real property.

If Purchaser determines that the Property is not suitable for its purposes for any reason or for no reason, Purchaser may cancel the Purchase Agreement by giving Seller written notice of cancellation prior to the end of the Inspection Period, whereupon the Deposit shall be returned to Purchaser and the Purchase Agreement shall terminate and Seller and Purchaser shall have no further obligations other than those that expressly survive the Purchase Agreement.

Entitlements/Permit Period.

Purchaser shall have **One Hundred Eighty (180) days** beginning the first business day after the last day of the Inspection Period (the "Entitlement/Permit Period") during which to complete preparation of plans and apply for and acquire its entitlements and construction permits. Seller shall cooperate with all

applications and use reasonable efforts to assist with approvals needed for entitlement, permit and variance submittals, except as limited by laws, rules, ethics, or its other obligations as a City. If Purchaser is unable to obtain its entitlements and construction permits for reasons outside of Purchaser's control, then Purchaser shall have the right to extend the Entitlement/Permit Period for up to two (2) additional, successive, 30-day periods by providing written notice to Seller. If the Property must be re-platted in order to obtain all entitlements and permits or to create a legal lot for Closing, Seller shall bear the costs (inclusive of engineering) and Purchaser will undertake the replatting during the Entitlement/Permit Period. Seller to grant such easements as are needed on any adjacent Seller-owned property as necessary for Purchaser's development of the Property.

If Purchaser determines during the Entitlement/Permit Period that all entitlements and permits will not be granted for Purchaser's development and use of the Property, then Purchaser may terminate the Purchase Agreement on or prior to the last day of the Entitlement/Permit Period, as same may be extended, whereupon the Deposit shall be returned to Purchaser and the Purchase Agreement shall terminate and Seller and Purchaser shall have no further obligations other than those that expressly survive the Purchase Agreement.

If during the Entitlement/Permit Period, Purchaser could proceed with the project but opts out of the purchase, then the Deposit shall be paid to the Seller.

Closing

If the Closing shall occur, it will take place not later than **Thirty (30) days** after the last day of the Entitlements/Permit Period. Seller shall execute a Special Warranty Deed, the form of which shall be attached to the Purchase Agreement. At Closing, Seller shall be responsible for all closing costs except for the title commitment, title policy, and one-half of the escrow fee charged by the Escrow Agent. Property taxes will be prorated as of the Closing Date.

Seller's Obligations

It shall be Seller's responsibility to deliver the Property free of all liens of any kind and with all property and business taxes current at Closing. Seller agrees to indemnify Purchaser from any existing environmental issues that may exist on the Property at Closing. If any environmental issues are discovered in Purchaser's Phase 1 report or asbestos survey, Purchaser shall provide a copy of the report to Seller for Seller's review. Seller shall be responsible for any further testing and remediation that may be required.

Possession of the Property shall be delivered to Purchaser on the Closing Date in the same condition the Property existed on the date that Purchaser executes a Purchase Agreement and including any conditions to be performed under these Seller's Obligations.

Seller shall deliver the Property free and clear of all other tenancies and parties in possession, free of all hazardous substances and free of any existing surface and subsurface improvements

Title

Buyer shall order a commitment for title insurance (the "Title Commitment") from Escrow Agent within five (5) business days after the Effective Date of the Purchase Agreement. Title shall, as of the date of Closing, be valid and indefeasible and not reflect any condition, restriction or easement which, in the opinion of Purchaser or Purchaser's lender would impair Purchaser's use of or the value of the Property ("Title Conditions"). If title is not valid and indefeasible, or such Title Conditions exist, Purchaser shall notify Seller of same within thirty (30) days after the later of (i) the Effective Date of the Purchase Agreement or (ii) its receipt of the Title Commitment (the "Title Objection Letter"), and Seller shall cause such Title Conditions to be cured prior to the end of the Inspection Period provided such cure can be made with reasonable expense. Notwithstanding any other provision in the Purchase Agreement to the contrary, in the event Seller has not cured such Title Conditions prior to the end of the Inspection Period, Purchaser shall have the continued right to terminate the Purchase Agreement and receive a return of its Deposit in the event such Title Conditions are not cured prior to Closing. In the event Seller cannot cure such Title Conditions at a reasonable cost within the Inspection Period, Seller shall notify Purchaser of same within ten (10) days after its receipt of Purchaser's Title Objection Letter or else Seller shall be obliged to cure such Title Conditions within the time frames set herein.

Purchase Agreement Form

The Basis for the Purchase Agreement to be Purchaser's standard form purchase agreement. The parties agree to negotiate the agreement terms in good faith. The parties agree to work together in good faith to come up with an agreeable purchase and sale agreement in a timely manner.

Brokers

Seller shall pay any real estate commission equal to six percent (6%) of the purchase price to Neville & Butler Commercial Real Estate, LLC ("Purchaser's Broker") at Closing, through the proceeds of escrow, pursuant to a separate agreement. Seller and Purchaser hereto represent and warrant to each other that they have not had any other dealings with real estate brokers, finders or agents other than Purchaser's Broker and Seller's Broker and agree to indemnify, defend and hold each other harmless from any claims, costs, commissions, fees or damages by any other person or firm claiming to have negotiated, instituted or brought about the Purchase Agreement.

Please find our Initial Agency Disclosure Pamphlet (OAR 863-015-215) on our website:
<https://nevillebutler.com/s/OregonInitialAgencyDisclosure.pdf>

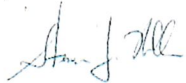
This Letter of Intent is not intended to constitute a binding agreement or contract, but rather to state the preliminary intentions of the parties with respect to negotiating a definitive written agreement between the parties. It is understood and agreed that this Letter of Intent does not contain all the essential terms that the parties expect will be part of such an agreement and neither party shall have any obligation or liability to the other unless and until the parties enter into such written agreement containing all essential terms and conditions. No single employee of Raising Cane's has the capacity or authority to bind Raising Cane's to an agreement with either you or the organization you represent. No agreement shall be binding

unto Raising Cane's unless and until said agreement is signed by an officer at Raising Cane's corporate offices.

Expiration

If one or both parties are not working together in good faith to come up with an agreeable purchase and sale agreement in a timely manner, this Letter of Intent can be terminated with a thirty (30) letter in writing indicating the intent to terminate it.

Sincerely,



Steven Neville
Neville & Butler Commercial Real Estate, LLC



Natalie Butler
Neville & Butler Commercial Real Estate, LLC

cc: Dina Horner

AGREED AND ACCEPTED:

City of Keizer

By: _____

Signed: _____

Title: _____

Date: _____

Raising Cane's Restaurants, LLC

By: Mark Pettey _____

Signed: **Mark Pettey** _____

Title: **Real Estate Manager** _____

Date: **01/13/2025** _____

EXHIBIT A

DESCRIPTION OF PROPERTY

Marion County, Oregon Taxlots 063W36BD01101, 063W36BD01201, 063W36BD01300, 063W36BD01401

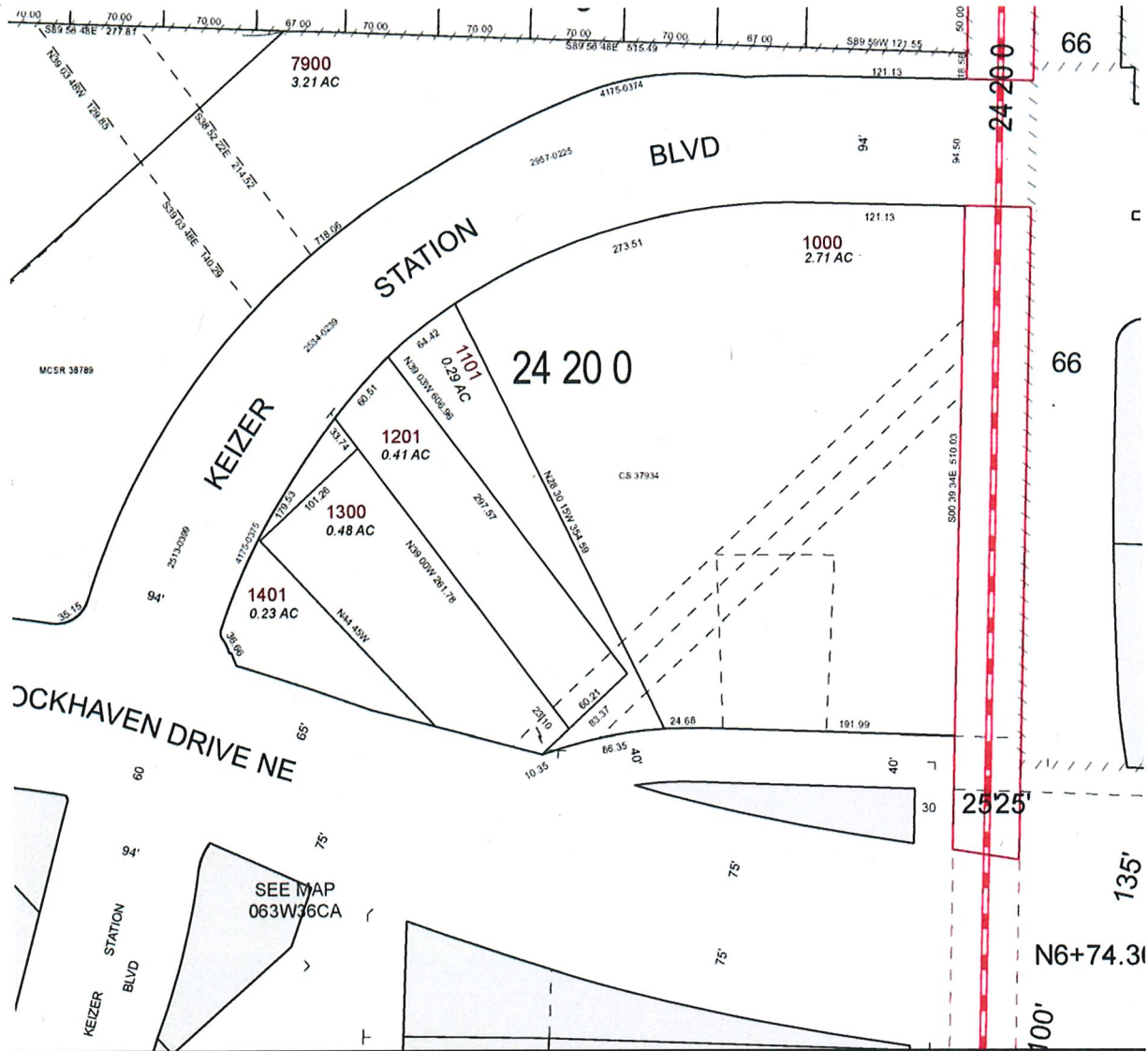


EXHIBIT B
SELLER WORK

Demolition: *(Check applicable boxes)*

Demolition is required: YES ☐ or NO ☒.

Pad Delivery of Property by Seller: Seller shall deliver the Property free and clear of all other tenancies and parties in possession, free of all hazardous substances and free of any existing surface and subsurface improvements.



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Joseph Lindsay, City Attorney
Subject: ORDINANCE - PGE Franchise

Proposed Motion

I move to adopt Ordinance 2025-___ Establishing a Franchise Agreement with Portland General Electric for Placement of Utilities in the Public Rights-of-Way; Repeal of Ordinance No. 2012-667.

I. Summary

Portland General Electric (PGE) is a longstanding franchisee providing electric light and power services within the City of Keizer. The current version of the franchise agreement was entered into in 2012. Through recent negotiations, there have been suggested changes to some terms from the current franchise. Before the City Council is the recommended and agreeable changes for a new franchise agreement with PGE.

II. Background

A. Portland General Electric (PGE) is a longstanding franchisee providing electric light and power services within the City of Keizer in a service area defined by the Oregon Public Utility Commission. Historically and legally, the City of Keizer treats its two electric franchisees operating in the City very similarly for a "level playing field"--the other franchisee being Salem Electric. They both pay the same rates and have extremely similar terms in their agreements. Attached for your convenience is a redlined version showing the revisions from the 2012 franchise agreement and the current proposed agreement.

III. Current Situation

A. The City and PGE took the opportunity of the franchise negotiations to look at the terms and the relationship of the parties. The front line folks of both organizations reported that the City and PGE work together well and haven't run into problems that would result in needed changes to the underlying franchise agreement. The changes to the agreement were to refine a few definitions, exclude electric vehicle charging stations (would require a separate agreement), better addressing emergency repairs, and allowing for necessary vegetation management in the ROW.

- B. The structure of the payments for the franchise remain the same, with the franchise fee being 3.5% and the privilege tax also applying (established in 2012 and set at 1.5%) for a total of 5%. This structure results in the privilege tax amount being the only amount showing up under its individual line item on customer bills, resulting in no change to what customers are used to.

IV. Analysis

- A. **Strategic Impact** - Consistent franchise revenue helps stabilize the City budget on the revenue side.
- B. **Financial** - Consistent franchise revenue helps stabilize the City budget on the revenue side.
- C. **Timing** - This is timely as the current franchise is expiring.
- D. **Policy/Legal** - City's are allowed to govern and control their right of ways with franchise agreements. Having longer and vetted franchise agreements is stabilizing for a outside service (electricity) that everyone needs.

V. Alternatives

- A. Adopt the ordinance as is.
- B. Table the ordinance and ask for amendments or changes to be further negotiated.

VI. Recommendation

Staff recommends adopting the ordinance and agreement as presented.

Attachments

1. ATT_CC_PGE Franchise - Redlined_2 18 2025
2. ORD_CC_Franchise Agreement with Portland General Electric_2 18 2025
3. EXH_CC_PGE Franchise_2 18 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."

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) grants Portland General Electric Company (“Grantee”) a non-exclusive franchise for ten (10) years to erect, construct, maintain, repair, update, ~~and~~ operate an electric light and power system within the City of Keizer (“City”), and sets forth the terms and conditions of the franchise and provides an effective date.

WHEREAS, Grantee has been providing electric light and power service within the City; and

WHEREAS, Grantee is duly authorized by the Oregon Public Utility Commission (“OPUC”) to supply electric light and power within the City; and

WHEREAS, the City has the authority to regulate the use of the Public ROW (as defined below) within the City and to receive compensation for the use of the Public ROW; and

WHEREAS, the City and Grantee both desire Grantee to continue to be able to provide electrical service within the City and to establish the terms by which Grantee shall use and occupy the Public ROW;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. NATURE OF FRANCHISE.

(A) ~~(A)~~ The City hereby grants to Grantee and its successors and assigns, subject to the terms and conditions in this Franchise, a nonexclusive franchise to ~~erect, construct~~ install, repair, maintain, upgrade and operate ~~an electric light and power system within the City as it now exists or may be extended in the future, including related communication equipment for Grantee’s internal use and~~ Grantee Facilities ~~(as defined below). This Franchise includes the privilege to install, repair, maintain, upgrade and operate Facilities necessary for the operation of Grantee’s Electric Light and Power System~~ (as defined below) upon, over, along, and across the surface of and the space above and below the ~~streets, alleys, roads, highways, sidewalks, bridges, City park property and other public ways (collectively, “Public ROW”)~~ Public ROW (as defined below), as necessary for the provision of public utility electric services within the City ~~as Grantee’s Electric Light and Power System now exists or is extended or upgraded in the future. The City and Grantee shall mutually agree on the location and design of any new Grantee Facilities constructed in City park property.~~ Nothing in this Franchise limits the City from granting others the right to carry on activities similar to, or different from the ones described in this Franchise. The ~~rights authority~~ granted herein ~~de does~~ not include the ~~right authority~~ to build or site electric generating facilities or electric vehicle charging stations in the Public ROW.

(B) ~~(B)~~ All Grantee Facilities in possession of Grantee currently or during the Term (as defined in Section ~~2(A2(B))~~ 2(A2(B))) that are located within the Public ROW are covered by this Franchise ~~and are deemed lawfully placed in their current locations.~~ The City may require relocation or removal of Grantee Facilities as further specified in ~~Section 8~~ this Franchise.

(C) ~~(C)~~ Grantee may not provide telecommunications services as defined in ORS 759.005, as it may be amended from time to time, ~~or services other than electric services~~ via Grantee’s

Electric Light and Power System ~~if-unless~~ it obtains all necessary and applicable authorizations from the OPUC regarding the provision of ~~telecommunications-service-such service(s)~~ to the public and obtains any necessary, lawful and applicable ~~authorization-authorizations~~ from the City for use of the Public ROW for such provision, including entering into a separate franchise with the City.

SECTION 2. TERM AND EFFECTIVE DATE.

~~(A)~~ **(A)-Effective Date.** The effective date of this Franchise shall be thirty (30) days after the City Council passes an ordinance adopting this Franchise and Grantee accepts this Franchise in writing in accordance with Section 25 herein; and if such written acceptance is not so filed within said period, this Franchise shall be null and void.

~~(B)~~ **(B)-Duration of Franchise.** The term of this Franchise, and all rights and obligations pertaining thereto, shall be ten ~~(10)~~ years from the effective date of the Franchise (“Term”) unless renegotiated or terminated as provided ~~herein.—herein.~~ The Term shall automatically renew for two (2) five (5) year Terms, unless either party provides the other party one hundred eighty (180) days advanced written notice of its desire not to renew this Franchise prior to the expiration of the initial Term or renewal Term.

~~(C)~~ **(C)-Charter and General Ordinances to Apply.** ~~To the extent authorized by law, this-This~~ Franchise is subject to the Charter of the City of Keizer, ~~the Keizer Code,~~ and general ordinance provisions passed pursuant thereto, including the applicable provisions of ~~the-Keizer Development-Code,~~ the Public Works Design Standards, and the Public Works Standard Construction Specifications requiring underground utilities in subdivisions or partitions, and state statutes and regulations existing during the Term. Nothing in this Franchise shall be deemed to waive the requirements of the various codes and ordinances of the City regarding permits, fees to be paid that are generally applicable to other similar businesses operating within the City, including but not limited to fees for permits, inspections, and for administrative time spent in review of construction plans, or the manner of construction.

SECTION 3. DEFINITIONS.

~~(A)~~ **(A)-Captions.** Throughout this Franchise, captions to sections are intended solely to facilitate reading and to reference the provisions of this Franchise. The captions shall not affect the meaning and interpretation of this Franchise.

~~(B)~~ **(B)-Definitions.** For purposes of this Franchise, the following terms, phrases, and their derivations shall have the meanings given below unless the context indicates otherwise. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

(1) ~~(1)~~ “City” means the City of Keizer, an Oregon municipal corporation, and all of the territory within its corporate boundaries, as such may change from time to time.

~~(2)~~ ~~(2)~~ “City Council” means the Council of the City.

~~(3)~~ ~~(3)~~ “City Recorder” means the Recorder of the City.

- ~~(4)~~ ~~(4)~~ “Director of Finance” means the Director of Finance of the City.
- (5) ~~(5)~~ “Franchise” means this Franchise Agreement as fully executed by the City and Grantee and adopted by the City Council by Ordinance.
- ~~(6)~~ ~~(6)~~ “Grantee” means Portland General Electric Company, an Oregon corporation.
- (7) ~~(7)~~ “Grantee Facility” means any tangible component of Grantee’s Electric Light and Power System, including but not limited to any poles, guy wires, anchors, wire, fixtures, equipment, conduit, circuits, vaults, switch cabinets, transformers, secondary junction cabinets, antennas, communication equipment and other property necessary or convenient to supply electric light and power by Grantee within the City.
- (8) ~~(8)~~ “Grantee’s Electric Light and Power System” means all real property and Grantee Facilities used by Grantee in the transmission and distribution of its services that are located inside the boundaries of the City.
- (9) ~~(9)~~ “Gross Revenues” shall be deemed to include any and all revenues derived by Grantee or any Grantee affiliated entity within the City from Grantee’s Electric Light and Power System, and includes, but is not limited to, the sale of and use of electricity and electric service, and the use, rental, or lease of Grantee Facilities, after adjustment for the net write-off of uncollectible accounts. Gross Revenues do not include proceeds from the sale of bonds, mortgages or other evidence of indebtedness, securities or stocks, or sales at wholesale by one public utility to another of electrical energy when the utility purchasing such electrical energy is not the ultimate consumer. Gross Revenues also do not include revenue from joint pole use. For purposes of this Franchise, revenue from joint pole use includes any revenue collected by Grantee from other franchisees, permittees, or licensees of the City for the right to attach wires, cable or other facilities or equipment to Grantee’s poles or place them in Grantee’s conduits.
- ~~(10)~~ ~~(10)~~ “Mayor” means the Mayor of the City.
- ~~(11)~~ ~~(11)~~ “NESC” means the National Electrical Safety Code.
- ~~(12)~~ ~~(12)~~ “OPUC” means the Oregon Public Utility Commission.
- (13) ~~(13)~~ “Person” means any individual, sole proprietorship, partnership, association, corporation, cooperative, People’s Utility District, or other form of organization authorized to do business in the State of Oregon, and includes any natural person.

~~(14) “Public ROW” shall have the meaning described in Section 1.1(A).~~

~~(15) “PUE” shall mean a public utility easement not within the Public ROW that is granted to the City for use for public utilities.~~

(14) “Public ROW” means the space in, upon, above, along, across, over, or under the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, bridges, sidewalks, bicycle lanes, public utility easements, and all other public ways or areas, including the subsurface under and air space over these areas, but does not include parks, parkland, open space tracts, water

quality tracts, or other City-owned property. This definition applies only to the extent of the City's right, title, interest, and authority to grant a franchise or other authorization to occupy and use such areas for Grantee Facilities.

(15) "PUE" means the space in, upon, above, along, across, over, or under an easement for the construction, reconstruction, operation, maintenance, inspection, and repair of utility facilities. A public utility easement does not include an easement solely for the construction, reconstruction, operation, maintenance, inspection, and/or repair of City facilities, or where the proposed use by Grantee is inconsistent with the terms of any easement, right-of-way, or other legal right for use or occupancy granted to the City.

(16) ~~(16)~~ "Public Works Director" means the Public Works Director of the City.

(17) ~~(17)~~ "Term" shall have the meaning described in Section 2(A2(B)).

(18) ~~(18)~~ "Year," "annual," or "annually" means the period consisting of a full calendar year, beginning January 1 and ending December 31, unless otherwise provided in this Franchise.

SECTION 4. CONSTRUCTION.

(A) ~~(A)~~ **Construction.** Subject to the NESC, Grantee's Electric Light and Power System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits, or other facilities that may have been laid in the Public ROW by or under the City's authority. Grantee and the City shall work together during any design process affecting the Public ROW to establish suitable locations for Grantee's Facilities. Assuming there is sufficient space in the Public ROW, all poles shall be placed between the sidewalk and the edge of the Public ROW unless another location is approved by the Public Works Director. If there is not sufficient space in the Public ROW, the City agrees to provide a suitable alternative location that meets Grantee's engineering standards, the NESC and generally applicable standards published by the City in order for Grantee to maintain sufficient service.

(B) ~~(B)~~ **Acquisition.** Subsequent to the effective date of this Franchise, upon Grantee's acquisition of additional Grantee Facilities in the Public ROW, or upon any addition or annexation to the City of any area in which Grantee retains Grantee Facilities in the Public ROW of such addition or annexation, Grantee shall submit to the City a statement describing all Grantee Facilities involved, whether authorized by a franchise agreement or upon any other form of prior right, together with a map, as described in Section 5, specifying the location of all such Grantee Facilities. Such Grantee Facilities shall immediately be subject to the terms of this Franchise.

(C) ~~(C)~~ **Emergency Repairs.** In the event emergency repairs to Grantee Facilities are necessary, Grantee shall as soon as reasonably possible notify the City of the need for such repairs. Grantee may immediately initiate such emergency repairs and apply for appropriate permits and pay any required permit fees the next business day or as soon as reasonably possible following discovery of the emergency. For purposes of this subsection (C), "emergency" shall mean a situation involving (a) an unscheduled outage affecting one or more customers or (b) danger to public safety. Emergency also includes situations where the failure of Grantee to act would result in (a) or (b).

(D) ~~(D)~~ Reasonable Care. All work completed by Grantee within the Public ROW shall be conducted with reasonable care and with the goal of minimizing the risk to those using the Public ROW and to minimize the risk of damage to public and third-party property. All work shall be performed in accordance with all applicable laws and regulations, including but not limited to the NESC, the conditions contained in the City permit for the work, and generally applicable standards published by the City. Any work completed by Grantee within the Public ROW may be inspected by the City to determine whether it complies with this franchise and Grantee's permit issued by the City. If ~~emergency work has been completed by Grantee in the Public ROW and~~ the City determines such that Grantee's work was not completed in a City approved location in accordance with the applicable City permit, the City shall notify Grantee and provide Grantee with sixty (60) days ~~after the emergency has passed~~ to re-perform the work in a City approved location in accordance with the applicable City permit, subject to the NESC.

SECTION 5. SUPPLYING MAPS.

Grantee shall maintain maps and data pertaining to the location of Grantee Facilities on file at its corporate offices or at an office in Oregon. After providing Grantee with twenty-four (24) hours prior notice, the City may inspect the maps (excluding Grantee proprietary information) at any time during Grantee's business hours. Upon request of the City and without charge, Grantee shall furnish current maps to the City by electronic data in read-only format acceptable to the City showing the general location of Grantee Facilities, excluding Grantee proprietary information. Unless required by law, the City will not sell or provide Grantee prepared maps or data to third parties without written permission from Grantee. Upon request of Grantee, the City will make available to Grantee any relevant City prepared maps or data at no charge to Grantee.

SECTION 6. EXCAVATION AND RESTORATION AFTER EXCAVATION.

(A) Excavation. Subject to Sections 4 and 7, and after obtaining any all permits required by the City, Grantee may make all necessary excavations within the Public ROW for the purpose of installing, repairing, upgrading, or maintaining Grantee Facilities. The City shall inform the Grantee through the permitting process or earlier, if possible, of any limitations enacted by the City on excavation in particular geographic areas within the City. Notwithstanding the foregoing two sentences, in the case of an emergency that cannot reasonably be addressed without excavation in the Public ROW, no permit shall be required prior to excavation and no limitations on excavation in particular geographic areas within the City shall apply for the Public ROW affected by such emergency; provided, ~~that~~ Grantee complies with Sections 4 and 7. Should there be a direct conflict between any terms or conditions stated in a permit granted by the City and the terms of this Franchise, the terms of this Franchise shall control. All excavations made by Grantee in the Public ROW shall be properly safeguarded for the prevention of injury or accidents. All of Grantee's work under this Section shall be completed in strict compliance with all applicable rules, regulations and ordinances of the City, the state and federal authorities. Should a customer of Grantee be required, pursuant to Grantee's tariff on file with the OPUC, to make excavations that are located in the Public ROW, the City agrees that Grantee shall not be responsible or liable for any failure by such customer to comply with any applicable rules, regulations, ordinances of the City and/or with City standards.

SECTION 7. RESTORATION AFTER EXCAVATION.

(B) Restoration after Excavation. Except as otherwise provided for in this Section, Grantee shall restore the surface of the Public ROW disturbed by any excavation by Grantee to at least the same condition that it was in prior to excavation, but in any event to the generally applicable City standards published at the time and permit requirements. If Grantee excavates the surface of the Public ROW, Grantee shall be responsible for restoration of the Public ROW and the area affected by the excavation as required by the City permit. If Grantee fails to restore the Public ROW to at least the same condition that it was in prior to the excavation as required in this Franchise and the applicable permit, the City shall give Grantee written notice and provide Grantee a reasonable period of time, not to exceed thirty (30) days, to restore the Public ROW. If the work of Grantee creates a public safety hazard as determined by the Public Works Director, Grantee may be required to repair or restore the Public ROW within twenty-four (24) hours notice from the City, or such time as agreed between the Public Works Director and Grantee, taking into consideration weather and other relevant factors. Should Grantee fail to make such repairs or restorations within the aforementioned time frames, the City may, after providing notice to Grantee and a reasonable opportunity to cure, refill or repave any opening made by Grantee in the Public ROW and the expense thereof shall be paid by Grantee. The City reserves the right, after providing notice to Grantee, to remove or repair any work completed by Grantee, which, in the determination of the Public Works Director is inadequate, using a qualified contractor in accordance with to the extent required by applicable state and federal safety laws and regulations. The cost thereof, including the cost of inspection and supervision, shall be paid by Grantee. In the event that Grantee's work is coordinated with other construction work in the Public ROW, the Public Works Director may excuse Grantee from restoring the surface of the Public ROW, providing that as part of the coordinated work, the Public ROW is restored to good order and condition.

SECTION 7. VEGETATION MANAGEMENT. Grantee or its contractor may prune and/or remove all trees and vegetation which present the risk of growing-in, overhanging, or falling-into Grantee's overhead electrical system, whether such trees or vegetation originate within or outside the Public ROW, to prevent the branches or limbs or other part of such trees or vegetation from interfering with Grantee Facilities. Such pruning and removal shall comply with the American National Standard for Tree Care Operation (ANSI A300) and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent Grantee, when necessary and with the approval of the owners of the property on which they may be located, from cutting down and removing any trees which overhang or pose a risk of falling-in or overstriking the Grantee's overhead electrical system, regardless of whether the vegetation is located within the Public ROW. Grantee's vegetation management practices shall comply with all vegetation management requirements established by the OPUC.

SECTION 8. RELOCATION.

(A) (A) Permanent Relocation Required by City ~~—~~ — This subsection covers relocation of overhead Grantee Facilities that will remain overhead, and underground Grantee Facilities that will remain underground. Subject to ORS Chapter 758.025, the City shall have the right to require Grantee to permanently change the location of Grantee's Electric Light and Power System when necessary or convenient in the interest of the public ~~and~~, and, unless otherwise agreed, Page 6 of 17 – Franchise Agreement

the expenses thereof shall be paid by Grantee. ~~However, when the City requests a subsequent relocation of all or part of the same Grantee Facilities less than two years after the initial relocation that is necessary or convenient in the interest of the public, and not at the request of or to accommodate a third party, the subsequent relocation shall be at the expense of the City unless the relocation is necessitated by a natural disaster that is not precipitated by the actions of City or City's agent.~~ The City agrees to provide a suitable location in the Public ROW for Grantee Facilities that meets Grantee's engineering standards, the NESC and generally applicable standards published by the City in order for Grantee to maintain sufficient service. If sufficient space is not available in the Public ROW for Grantee Facilities, Grantee and the City shall cooperate to enable the City to obtain sufficient easements from private property owners to accommodate Grantee Facilities in order to maintain service and permit upgrades of Grantee Facilities. Should Grantee fail to remove or relocate any such Grantee Facilities within sixty (60) days after the date established by the City, or a mutually agreed upon time period which, except in the event of public emergency, absent mutual agreement shall not occur sooner than sixty (60) days after the City provides written notice to remove/relocate to Grantee, the City may cause or effect such removal or relocation, performed by a qualified contractor in accordance with applicable state and federal safety laws and regulations and Grantee's standards, and the expense thereof shall be paid by Grantee.

(B) ~~(B)~~—Notice. The City will endeavor to provide as much notice prior to requiring Grantee to relocate Grantee Facilities as possible. The notice shall specify the date by which the existing Grantee Facilities must be removed or relocated. Nothing in this provision shall prevent the City and Grantee from agreeing, either before or after notice is provided, to a schedule for relocation.

(C) ~~(C)~~—Permanent Relocation - Undergrounding. As permitted by, and in accordance with City ordinance and any applicable law, administrative rule, or regulation, the City may require Grantee to convert any overhead Grantee Facilities to underground Grantee Facilities at the same or different locations, subject to Grantee's engineering and safety standards. This subsection shall not apply to Grantee Facilities used for or in connection with the transmission of electric energy at nominal voltages in excess of 35,000 volts or to pedestals, cabinets or other related ~~above-ground equipment, except that Grantee shall convert specific pedestals, cabinets or other related above-ground equipment to underground if the City agrees to pay a "premium charge" that equals the difference between the cost of the standard above-ground equipment and the cost of the version of such equipment that meets Grantee's engineering and safety standards for placement underground above-ground equipment.~~ Any such relocation shall be consistent with applicable long-term development plans or projects of the City, or as approved by the City. The expense of such a conversion shall be paid by Grantee, and Grantee may recover its costs from its customers in accordance with state law, administrative rule, or regulation. The City may designate that Grantee collect such costs from only a portion of its customers within the boundaries of the City in accordance with OAR 860-022-0046(4) as it may be amended from time to time. Additionally, nothing in this Section limits Grantee ability to recover its costs from its customers in accordance with its tariff approved by the OPUC, state law, administrative rule, or regulation. The City agrees to provide a suitable location in the Public ROW that meets Grantee's engineering standards, the NESC and generally applicable standards published by the City in order for Grantee to maintain sufficient service. If sufficient space is not available in the Public ROW, then the City will obtain sufficient easements from private property owners to accommodate Grantee Facilities in order

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to maintain service and permit upgrades of Grantee Facilities. Nothing in this subsection prevents the City and Grantee from agreeing to a different form of cost recovery consistent with applicable statutes, administrative rules, City Code or City Charter, and Grantee's tariff on file with the OPUC on a case-by-case basis.

(D) ~~(D)~~ Temporary Relocation at Request of Third Parties. Whenever it is necessary to temporarily relocate or rearrange any Grantee Facility in order to permit the passage of any building, machinery or other object, Grantee shall perform the work after receiving sixty (60) business days written notice from the persons desiring to move the building, machinery or other object. The notice shall: (1) demonstrate that the ~~third-~~party has acquired at its expense all necessary permits from the City; (2) detail the route of movement of the building, machinery, or other object; (3) provide that the person requesting the temporary relocation shall be responsible for Grantee's costs; (4) provide that the requestor shall indemnify and hold harmless the City and Grantee from any and all damages or claims resulting either from the moving of the building, machinery or other object or from the temporary relocation of Grantee Facilities; and (5) be accompanied by a cash deposit or other security acceptable to Grantee for the costs of relocation. Grantee in its sole discretion may waive the security obligation. The cash deposit or other security shall be in an amount reasonably calculated by Grantee to cover Grantee's costs of temporary relocation and restoration. All temporary relocations under this subsection shall comply with ORS 757.805, if applicable.

(E) ~~(E)~~ Temporary Relocation at Request of City. Subject to ORS Chapter 758, the City may require Grantee to temporarily remove and relocate Grantee Facilities, subject to Grantee's engineering and safety standards, by giving sixty (60) days' notice to Grantee. Prior to such relocation, the City agrees to provide a suitable location in the Public ROW, as mutually agreed, or a temporary construction easement that meets Grantee's engineering standards, the NESC and generally applicable standards published by the City, and that allows the Grantee to place its Facilities on the easement in order for Grantee to maintain sufficient service until such time as Grantee moves its Facilities to their permanent location. The City will assist Grantee in acquiring easements from private property owners if a sufficient location is not available in the Public ROW that meets Grantee's engineering standards and NESC requirements, or the City has not obtained construction easements for the public project necessitating the temporary relocation. The cost of temporary removal or relocation of Grantee Facilities that is necessary or convenient for public projects, as well as the cost of replacing Grantee Facilities in the permanent location, shall be paid by Grantee. However, when the City requests a subsequent relocation of all or part of the same Grantee Facilities occurring less than two (2) years after the initial relocation, that is necessary or convenient for a public project and not at the request of or to accommodate a ~~third-~~party request, the subsequent relocation shall be at the expense of the City.

(F) ~~(F)~~ Permanent Relocation at Request of Third Party. In the event that any relocation is requested by or is to accommodate a ~~third-~~party, Grantee shall seek reimbursement from the ~~third-~~party and not from the City. Such relocation shall be consistent with any applicable long-term development plan or projection of the City or approved by the City; however, if relocation of Grantee Facilities is caused or required by the conditions placed by the City on approval for projects of third parties, such relocation shall in no event fall under the provisions of subsections (A), (C) or (E) of this Section 8. The City and Grantee agree to cooperate to minimize the economic impact of such relocation on each Party.

SECTION 9. PUBLIC ROW VACATION.

If all or a portion of the Public ROW used by Grantee is vacated by the City during the Term, upon request and if reasonably possible, the City shall either condition the approval of the vacation on the reservation of an easement for Grantee Facilities in their then-current location that prohibits any use of the vacated property that interferes with Grantee's full enjoyment and use of its easement, or permit Grantee Facilities to remain in a PUE. Upon request, the City will cooperate with Grantee to identify alternative locations within the Public ROW for Grantee Facilities if they are not permitted to remain in the vacated area.

SECTION 10. CITY PUBLIC WORKS AND IMPROVEMENTS.

(A) Nothing in this Franchise shall be construed in any way to prevent the City from excavating, grading, paving, planking, repairing, widening, altering, or completing any work that may be needed or convenient in the Public ROW that is consistent with the NESC. The City shall coordinate any such work with Grantee to avoid, to the extent reasonably foreseeable, any obstruction, injury or restrictions on the use by Grantee of any Grantee Facilities, and the City shall be responsible for the costs to repair any damage to Grantee Facilities arising out of such work. Nothing in this Section relieves Grantee from its obligations stated in Section 8.

SECTION 11. USE OF GRANTEE FACILITIES.

City shall enter into attachment agreements with Grantee and obtain permits to string wires on Grantee's poles or run wires in Grantee's trenches and/or conduit for municipal purposes and to attach fire and police alarm and communication equipment to Grantee's poles, provided that such wires and equipment: a) do not unreasonably interfere with Grantee operations; b) conform to the NESC; and c) the City's excess capacity on such wires and equipment is not leased to, sold to or otherwise used by non-governmental third parties. Grantee shall not charge the City for such attachments to its poles or in its conduits; however, the City shall be responsible to pay for any make-ready and inspections Grantee must perform in order to provide access to Grantee Facilities for City wires and equipment in accordance with the NESC. Should any of the City's attachments to Grantee Facilities violate the NESC, the City shall work with Grantee to address and correct such violations in an agreed-upon period of time. The City shall indemnify and hold Grantee harmless from loss or damage resulting from the presence of City's wires and equipment on or in Grantee Facilities. For purposes of this Franchise, "make-ready" shall mean engineering or construction activities necessary to make a pole, conduit, or other support equipment available for a new attachment, attachment modifications, or additional facilities.

SECTION 12. PAYMENT FOR USE OF PUBLIC ROW.

(A) ~~**(A)**~~ **Use of Public ROW.** In consideration for its use of the Public ROW in accordance with the terms of this Franchise, Grantee agrees to pay the City an amount equal to ~~3 1/2~~ **three and one-half** percent (~~3 1/2~~ **3 1/2** %) of the Gross Revenue received by Grantee from its customers within the City unless such percentage is changed during the Term of this Franchise in accordance with its terms. The payment for each year shall be based on the Gross Revenue collected by Grantee during the previous calendar year from Grantee's customers, and shall be paid on an annual basis. To the maximum extent permissible under state law and regulation, the payment imposed by this subsection shall be considered an operating expense of Grantee and

shall not be itemized or billed separately to consumers within the City.

(B) ~~(B)~~–Property Tax Limitations Do Not Apply. The payment described in this Section 12 is not subject to the property tax limitations of Article XI, Sections 11(b) and 11(19) of the Oregon Constitution~~—~~ and is not a fee imposed on property or property owners by fact of ownership.

(C) ~~(C)~~–Privilege Tax. The City shall retain the right, as permitted by Oregon law, to charge a privilege tax based on a percentage of the Gross Revenue earned from Grantee's customers within the City in addition to the payment amounts set forth in subsection (A). The City shall provide Grantee at least ninety (90) days~~—~~ notice prior to such privilege tax becoming effective. Grantee shall follow state regulations regarding the inclusion of such privilege tax as an itemized charge on the electricity bills of its customers within the City. No later than forty-five (45) days following a calendar quarter, Grantee shall remit to the Director of Finance any privilege tax collected during the previous quarter and a statement showing the amount of Gross Revenues for such quarter. The City and Grantee will discuss in good faith the nomenclature of the privilege tax as it appears on the customer bill.

(D) ~~(D)~~–Remittance of Annual Payment. Grantee shall remit to the Director of Finance on or before the first (1st) day of April of each year, the annual franchise fee payment. Payment must be made in immediately available federal funds. With its annual payment, Grantee shall provide the City a statement under oath showing the Gross Revenue for the preceding year.

(E) ~~(E)~~–Acceptance of Payment. Acceptance by the City of any payment due under this Section shall not be a waiver by the City of any breach of this Franchise occurring prior to the acceptance, nor shall the acceptance by the City preclude the City from later establishing that a larger amount was actually due, or from collecting the balance due to the City.

(F) ~~(F)~~–Late Payments. Interest on late payments shall accrue from the due date ~~based on Grantee's cost of debt as approved by the OPUC as of the due date~~ at the statutory rate designated in ORS 82.010, and shall be computed based on the actual number of days elapsed from the due date until payment. Interest shall accrue without regard to whether the City has provided notice of delinquency. If the late payment is discovered as a result of an audit, Section 13 shall apply.

(G) ~~(G)~~–No Exemption From Other Fees or Taxes. Payment of the amounts described in this Section 12 shall not exempt Grantee from the payment of any other license fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City or any other taxing authority, including but not limited to charges for plan review and fees for inspection, except as may otherwise be provided in the ordinance or laws imposing such other license fee, tax or charge.

(H) ~~(H)~~–Direct Access and Volumetric Methodologies. The City may, consistent with state law, direct that the payments made under this Section 12 be based on volume-based methodologies as specifically described in ORS 221.655 instead of the formula set out in subsections 12 (A) and (C). Notice must be given to Grantee in writing for the subsequent payments to be made using volume-based methodology. The volumetric calculation shall apply to payments made in one calendar year (based on January 1 to December 31 billings from the previous calendar year). The choice to use volumetric methodology must be renewed

annually by the City. No notice is necessary if the City chooses to remain on the revenue-based calculation.

(1) (H)—Payment Obligation Survives Franchise. If prior to the expiration of this Franchise the parties do not finish negotiation of a new franchise agreement, the obligation to make the payments imposed by this Section 12 shall survive expiration of this Franchise until a new franchise agreement becomes effective and supersedes this Franchise. In the event this Franchise is terminated before expiration, Grantee shall make the remaining payments owed, if any, within ninety (90) days of the termination date.

SECTION 13—AUDIT.

(A) (A)—Audit Notice and Record Access. The City may request ~~a third party~~ an audit or financial review (“audit”) of Grantee’s calculation of Gross Revenues for ~~any time period more recent than the time period covered by the most recent audit~~ the immediately preceding three (3) calendar years. Within ten (10) business days after receiving a written request from the City, or such other time frame as agreed by both parties, Grantee shall furnish the City and any auditor retained by the City: (1) information sufficient to demonstrate that Grantee is in compliance with this Franchise; and (2) access to all books, records, maps and other documents maintained by Grantee with respect to Gross Revenues and/or Grantee Facilities that are necessary for the City to perform such audit. Grantee shall provide ~~access to~~ copies of such information to ~~City~~ the City in the format reasonably requested by the City or its auditor within the City during regular Grantee business hours.

(B) (B)—Audit Payment. If the City’s audit shows that the amounts due to the City are higher than those based on the Grantee’s calculation of Gross Revenue, then Grantee shall make a payment for the difference within sixty (60) days after the delivery to Grantee of the audit results. In addition to paying any underpayment, Grantee shall pay interest at the statutory rate designated in ORS 82.010 as it may be amended from time to time, but not penalties, as specified in this Franchise, from the original due date. If the City’s audit shows that the amounts due to the City are less than those based on Grantee’s calculation of Gross Revenue, then the Grantee shall deduct its overpayment from the next franchise fee payment the Grantee makes to the City, including interest at the statutory rate designated in ORS 82.010, as it may be amended from time to time, from the original due date. The City and the Grantee agree that they will split the cost of any third-party audit conducted pursuant to this Section 13, and shall cooperate in good faith to select an acceptable third-party auditor.

SECTION 14. TERMINATION AND REMEDIES.

(A) (A)—By City for Cause. If Grantee ceases to maintain Grantee Facilities in accordance with the maintenance commitments outlined in the Service Quality Measures Review filed with the OPUC, and this causes an increase in the risk to the public of personal injury or property damage, the City shall notify Grantee and Grantee shall have thirty (30) days after the date of the notice to eliminate such risk or, if such risk cannot be eliminated within thirty (30) days, such reasonable time period as is required to eliminate such risk, and Grantee shall bear all costs related to remedying the risk. If Grantee does not eliminate the risk in accordance with the preceding sentence, the City may then terminate this Franchise by providing Grantee written notice of termination.

(B) ~~(B)~~ By City if City Will Provide Service. The City may terminate this Franchise upon one year's written notice to Grantee in the event that the City decides to engage in public ownership of the electric facilities located in the Public ROW and the public distribution of electric energy to customers throughout the City ~~in accordance with ORS 758.470.~~

(C) ~~(C)~~ City Reserves Right to Terminate. In addition to any other rights provided for in this Franchise, the City reserves the right, subject to subsections 14 (E) and (F), to terminate this Franchise in the event that:

- (1) ~~(1)~~** The Grantee materially violates any material provision of this Franchise;
- (2) ~~(2)~~** The Grantee is found by a court of competent jurisdiction to have practiced any material fraud or deceit upon the City;
- (3) ~~(3)~~** There is a final determination that Grantee has failed, refused, neglected or is otherwise unable to obtain or maintain Grantee's service territory designation required by any federal or state regulatory body regarding Grantee's operation of Grantee's Electric Light and Power System or
- (4) ~~(4)~~** Grantee becomes unable or unwilling to pay its debts, or is adjudged bankrupt.

(D) ~~(D)~~ Material Provisions. For purposes of this Section 14, the following are material provisions of this Franchise, allowing the City to exercise its rights under this Section 14 or as set forth elsewhere in this Franchise:

- (1) ~~(1)~~** The invalidation, failure to pay or any suspension of Grantee's payments of franchise fees or privilege taxes to the City for use of the Public ROW under this Franchise;
- (2) ~~(2)~~** Any failure by Grantee to submit timely reports as may be requested by the City, regarding the calculation of its franchise fees or privilege taxes paid or to be paid to the City;
- (3) ~~(3)~~** Any failure by Grantee to maintain the liability insurance or self-insurance required under this Franchise;
- (4) ~~(4)~~** Any failure by Grantee to provide copies of requested information as provided under Sections 4, 5, and 13 above; and
- (5) ~~(5)~~** Any failure by Grantee to otherwise substantially comply with the requirements of Section 4 through Section 20 of this Franchise, unless otherwise agreed.

(E) ~~(E)~~ Notice and Opportunity to Cure. The City shall provide Grantee thirty (30) days prior written notice of its intent to exercise its rights under this Section 14, stating the reasons for such action. If Grantee cures the basis for termination or if the Grantee initiates efforts satisfactory to the City to remedy the basis for termination and the efforts continue in good faith within the thirty (30) day notice period, the City shall not exercise its remedy rights. If Grantee fails to cure the basis for termination or if the Grantee does not undertake and/or maintain efforts

satisfactory to the City to remedy the basis for termination within the thirty (30) day notice period, then the City Council may impose any or all of the remedies available under this Section 14.

(F) ~~(F)~~ Remedies. In determining which remedy or remedies are appropriate, the City shall consider the nature of the violation, the person or persons burdened by the violation, the nature of the remedy required in order to prevent further such violations, and any other matters the City deems appropriate.

(G) ~~(G)~~ Financial Penalty. In addition to any rights set out elsewhere in this Franchise, as well as its rights under the City Code or other law, the City reserves the right at its sole option to impose a financial penalty of up to \$500.00 per day per material violation of a material provision of this Franchise when the opportunity to cure has passed.

SECTION 15. ASSIGNMENT OF FRANCHISE.

Grantee shall not sell, assign, transfer, or convey this Franchise to a third-party without the City Council giving its consent in a duly passed ordinance. Upon obtaining such consent, this Franchise shall inure to and bind such third-party. Grantee shall not sell or assign this Franchise to an entity that is not authorized by the OPUC to provide electric service to retail consumers in the City or is not otherwise authorized to provide electric service to retail consumers under Oregon law. Prior to any proposed transfer, Grantee shall be in full compliance with this Franchise and the proposed transferee shall agree in writing to be bound by this Franchise. In the event Grantee is purchased by or merged into another entity and Grantee survives such purchase or merger as a public utility, Grantee shall provide notice to the City of such purchase or merger, but shall have no obligation under this Franchise to obtain the consent of the City Council for such purchase or merger.

SECTION 16. REMOVAL OF FACILITIES.

If this Franchise is terminated or expires on its own terms and is not replaced by a new franchise agreement or similar authorization, the City may determine whether Grantee Facilities are to be removed from the Public ROW or remain in place. The City shall provide written notice of any requirement to remove Grantee Facilities and shall provide Grantee sixty (60) days to comment on such requirement to move Grantee Facilities. Following consideration of any such comments, the City Council may issue an order requiring removal of Grantee Facilities within nine (9) months after such order is declared.

SECTION 17. NONDISCRIMINATION.

Grantee shall provide service to electric light and power consumers in the City without undue discrimination or undue preference or disadvantage, in accordance with Oregon law.

SECTION 18. INDEMNIFICATION.

To the fullest extent permitted by law, Grantee shall indemnify and hold harmless the City against any and all claims, damages, costs and expenses, including attorney's fees and costs, to which the City may be subjected as a result of any negligent or willful misconduct of Grantee, or its affiliates, officers, employees, agents, contractors or subcontractors, arising out of the rights and privileges granted by this Franchise. The obligations imposed by this Section are

intended to survive termination of this Franchise.

SECTION 19. INSURANCE.

Grantee shall obtain and maintain in full force and effect, for the entire Term, the following insurance covering risks associated with Grantee's ownership, operation, and use of Grantee Facilities in the Public ROW:

(A) ~~(A)~~ Commercial General Liability insurance covering all operations by or on behalf of Grantee for Bodily Injury and Property Damage, including Completed Operations and Contractors Liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate.

(B) ~~(B)~~ Business Automobile Liability insurance to cover any vehicles used in connection with its activities under this Franchise, with a combined single limit not less than One Million Dollars (\$1,000,000.00) per accident.

(C) ~~(C)~~ Workers' Compensation coverage as required by law and Employer's Liability Insurance with limits of ~~\$1,000,000~~ One Million Dollars (\$1,000,000). With the exception of Workers' Compensation and Employers Liability coverage, Grantee shall name the City and its officers, agents, and employees as an additional insured on all ~~applicable~~ policies. All insurance policies shall provide that they shall not be canceled or modified unless thirty (30) days prior written notice is provided to the City. Grantee shall provide the City with a certificate of insurance evidencing such coverage as a condition of this Franchise and shall provide updated certificates upon request.

(D) ~~(D)~~ **In Lieu of Insurance.** In lieu of the insurance policies required by this Section 19, Grantee shall have the right to self-insure any and all of the coverage outlined hereunder. If Grantee elects to self-insure, it shall do so in an amount at least equal to the coverage requirements of this Section 19 in a form acceptable to the City. Grantee shall provide proof of self-insurance to the City before this Franchise takes effect and thereafter upon request by the City.

SECTION 20. DAMAGE TO FACILITIES.

The City shall not be liable for any consequential damages or losses resulting from any damage to or loss of any facility as a result of or in connection with any work by or for the City unless the damage or loss is the direct and proximate result of willful, intentionally tortious, negligent or malicious acts or omissions by the City, its employees, or agents. In such case, the City shall indemnify and hold harmless Grantee against any and all claims, damages, costs and expenses, including attorney's fees and costs, arising therefrom, subject to any applicable limitations in the Oregon Constitution and the Oregon Tort Claims Act. The obligations imposed by this Section are intended to survive termination of this Franchise.

SECTION 21. LIMITATION ON PRIVILEGES.

All rights and authority granted to Grantee by the City under this Franchise are conditioned on the understanding and agreement that the privileges in the Public ROW shall not be an enhancement of Grantee's properties or an asset or item of ownership or property right of Grantee.

SECTION 22. FRANCHISE NOT EXCLUSIVE.

This Franchise is not exclusive and shall not be construed to limit the City from granting rights, privileges and authority to other persons similar to or different from those set forth in this Franchise.

SECTION 23. REMEDIES AND PENALTIES NOT EXCLUSIVE.

All remedies and penalties under this Franchise, including termination, are cumulative and not exclusive, and the recovery or enforcement by one available remedy or imposition of a penalty is not a bar to recovery or enforcement by any other remedy or imposition of any other penalty. The City reserves the right to enforce the penal provisions of any City ordinance or resolution and to avail itself to any and all remedies available at law or in equity. Failure to enforce any term, condition or obligation of this Franchise shall not be construed as a waiver of a breach of any term, condition or obligation of this Franchise. A specific waiver of a particular breach of any term, condition or obligation of this Franchise shall not be a waiver of any other, subsequent or future breach of the same or any other term, condition or obligation of this Franchise.

SECTION 24. SEVERABILITY CLAUSE.

If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, all portions of this Franchise that are not held to be invalid or unconstitutional shall remain in effect until this Franchise is terminated or has expired. After any declaration of invalidity or unconstitutionality of a portion of this Franchise, either party may demand that the other party meet to discuss amending the terms of this Franchise to conform to the original intent of the parties. If the parties are unable to agree on a revised franchise agreement within ninety (90) days after a portion of this Franchise is found to be invalid or unconstitutional, either party may terminate this Franchise by delivering one hundred and eighty (180) days-7 notice to the other party.

SECTION 25. ACCEPTANCE.

Within thirty (30) days after the ordinance adopting this Franchise is passed by the City Council, Grantee shall file with the City Recorder its written unconditional acceptance or rejection of this Franchise. If Grantee files a rejection, or fails to file a written unconditional acceptance, this Franchise shall be null and void.

SECTION 26. NOTICE.

Any notice provided for under this Franchise shall be sufficient if in writing and (1) delivered personally to the following addressee, (2) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (3) sent by overnight or commercial air courier (such as Federal Express or UPS), or (4) sent by facsimile transmission with verification of receipt and a copy deposited in the United States mail, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City: Mayor, City of Keizer
930 Chemawa Road NE2

PO Box 21000
Keizer, OR 97307
FAX # 503-393-9437

With a copy to: City Attorney City of Keizer
930 Chemawa Road NE,
PO Box 21000
Keizer, OR 97307
FAX # 503-856-3434

If to the Grantee: Regional Manager
Portland General Electric Company
2213 SW 153rd Drive
Beaverton, OR 97006
FAX: (503) 672-5595

With a copy to: Portland General Electric Company
Attn: General Counsel
One World Trade Center, 17th Floor
121 SW Salmon Street
Portland, Oregon 97204
FAX: (503) 464-2200

Any such notice, communication or delivery shall be deemed effective and delivered upon the earliest to occur of actual delivery, three (3) business days after depositing in the United States mail, one (1) business day after shipment by commercial air courier or the same day as confirmed facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday).

SECTION 27. PUBLIC RECORDS.

Documents and records submitted by Grantee to the City may be subject to public inspection under the Oregon Public Records Law, ORS ~~192.410-192.311~~ through ~~192.505~~192.478, except as provided herein.

SECTION 28. AMENDMENT.

This Agreement may not be amended or modified except in writing executed by all the parties to this Agreement.

[See signatures on following page]

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Franchise as of the dates indicated below.

PORTLAND GENERAL ELECTRIC
COMPANY

CITY OF KEIZER

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

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A BILL
FOR
ORDINANCE NO.
2025-_____

AN ORDINANCE

ESTABLISHING A FRANCHISE AGREEMENT WITH
PORTLAND GENERAL ELECTRIC FOR PLACEMENT OF
UTILITIES IN THE PUBLIC RIGHTS-OF-WAY; **REPEAL OF
ORDINANCE NO. 2012-667**

WHEREAS, Portland General Electric has been providing electric light and
power service within the City;

WHEREAS, Portland General Electric is duly authorized by the Oregon Public
Utility Commission to supply electric light and power within the City;

WHEREAS, the City has the authority to regulate the use of the public right-of-
way within the City and to receive compensation for the use of such right-of-way;

WHEREAS, Portland General Electric and the City entered into a franchise
agreement in 2012;

WHEREAS, the franchise agreement with Portland General Electric is set to
terminate on March 18, 2025;

WHEREAS, the City and Portland General Electric both desire Portland General
Electric to continue to be able to provide electrical service within the City and to
establish the terms by which Portland General Electric shall use and occupy the public
right-of-way;

Now, Therefore, the City of Keizer ordains as follows:

1 Section 1. The City of Keizer hereby grants to Portland General Electric
2 Company (“Grantee”), a Franchise Agreement (“Agreement”) to install, repair,
3 maintain, upgrade and operate facilities within the City for a term not to exceed ten (10)
4 years. The terms, conditions, and effective date of the franchise are set forth in the
5 Agreement, attached hereto and by this reference incorporated herein.

6 Section 2. Should any section or portion of this Ordinance be held unlawful or
7 unenforceable by any court of competent jurisdiction, such decision shall apply only to
8 the specific section or portion thereof directly specified in the decision. All other
9 sections or portions of this Ordinance shall remain in full force and effect.

10 Section 3. The City Manager is hereby authorized to enter into that certain
11 Franchise Agreement with Portland General Electric, a copy of which is attached hereto
12 and by this reference incorporated herein.

13 Section 4. Ordinance No. 2012-667 is hereby repealed in its entirety upon the
14 effective date of this Ordinance, except for the responsibilities due under the franchise
15 agreement prior to the effective date of this new Ordinance.

16 Section 5. This Ordinance shall take effect thirty (30) days after its passage.

17 PASSED this _____ day of _____, 2025.
18 SIGNED this _____ day of _____, 2025.

19
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24
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Mayor

City Recorder

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) grants Portland General Electric Company (“Grantee”) a non-exclusive franchise for ten (10) years to erect, construct, maintain, repair, update, and operate an electric light and power system within the City of Keizer (“City”), and sets forth the terms and conditions of the franchise and provides an effective date.

WHEREAS, Grantee has been providing electric light and power service within the City; and

WHEREAS, Grantee is duly authorized by the Oregon Public Utility Commission (“OPUC”) to supply electric light and power within the City; and

WHEREAS, the City has the authority to regulate the use of the Public ROW (as defined below) within the City and to receive compensation for the use of the Public ROW; and

WHEREAS, the City and Grantee both desire Grantee to continue to be able to provide electrical service within the City and to establish the terms by which Grantee shall use and occupy the Public ROW.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. NATURE OF FRANCHISE.

(A) The City hereby grants to Grantee and its successors and assigns, subject to the terms and conditions in this Franchise, a nonexclusive franchise to install, repair, maintain, upgrade and operate Grantee Facilities (as defined below) upon, over, along, and across the surface of and the space above and below the Public ROW (as defined below), as necessary for the provision of electric services within the City. Nothing in this Franchise limits the City from granting others the right to carry on activities similar to, or different from the ones described in this Franchise. The authority granted herein does not include the authority to build or site electric generating facilities or electric vehicle charging stations in the Public ROW.

(B) All Grantee Facilities in possession of Grantee currently or during the Term (as defined in Section 2(B)) that are located within the Public ROW are covered by this Franchise. The City may require relocation or removal of Grantee Facilities as further specified in this Franchise.

(C) Grantee may not provide telecommunications services as defined in ORS 759.005, as it may be amended from time to time, or services other than electric services via Grantee’s Electric Light and Power System unless it obtains all necessary and applicable authorizations from the OPUC regarding the provision of such service(s) to the public and obtains any necessary, lawful and applicable authorizations from the City for use of the Public ROW for such provision, including entering into a separate franchise with the City.

SECTION 2. TERM AND EFFECTIVE DATE.

(A) **Effective Date.** The effective date of this Franchise shall be thirty (30) days after the City Council passes an ordinance adopting this Franchise and Grantee accepts this Franchise in writing in accordance with Section 25 herein; and if such written acceptance is not so filed within said period, this Franchise shall be null and void.

(B) Duration of Franchise. The term of this Franchise, and all rights and obligations pertaining thereto, shall be ten (10) years from the effective date of the Franchise (“Term”) unless renegotiated or terminated as provided herein. The Term shall automatically renew for two (2) five (5) year Terms, unless either party provides the other party one hundred eighty (180) days advanced written notice of its desire not to renew this Franchise prior to the expiration of the initial Term or renewal Term.

(C) Charter and General Ordinances to Apply. This Franchise is subject to the Charter of the City of Keizer, the Keizer Code and general ordinance provisions passed pursuant thereto, including the applicable provisions of the Public Works Design Standards, and the Public Works Standard Construction Specifications requiring underground utilities in subdivisions or partitions, and state statutes and regulations existing during the Term. Nothing in this Franchise shall be deemed to waive the requirements of the various codes and ordinances of the City regarding permits, fees to be paid that are generally applicable to other similar businesses operating within the City, including but not limited to fees for permits, inspections, and for administrative time spent in review of construction plans, or the manner of construction.

SECTION 3. DEFINITIONS.

(A) Captions. Throughout this Franchise, captions to sections are intended solely to facilitate reading and to reference the provisions of this Franchise. The captions shall not affect the meaning and interpretation of this Franchise.

(B) Definitions. For purposes of this Franchise, the following terms, phrases, and their derivations shall have the meanings given below unless the context indicates otherwise. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

(1) “City” means the City of Keizer, an Oregon municipal corporation, and all of the territory within its corporate boundaries, as such may change from time to time.

(2) “City Council” means the Council of the City.

(3) “City Recorder” means the Recorder of the City.

(4) “Director of Finance” means the Director of Finance of the City.

(5) “Franchise” means this Franchise Agreement as fully executed by the City and Grantee and adopted by the City Council by Ordinance.

(6) “Grantee” means Portland General Electric Company, an Oregon corporation.

(7) “Grantee Facility” means any tangible component of Grantee’s Electric Light and Power System, including but not limited to any poles, guy wires, anchors, wire, fixtures, equipment, conduit, circuits, vaults, switch cabinets, transformers, secondary junction cabinets, antennas, communication equipment and other property necessary or convenient to supply electric light and power by Grantee within the City.

(8) “Grantee’s Electric Light and Power System” means all real property and Grantee Facilities used by Grantee in the transmission and distribution of its services that are located inside the boundaries of the City.

(9) “Gross Revenues” shall be deemed to include any and all revenues derived by Grantee or any Grantee affiliated entity within the City from Grantee’s Electric Light and Power System, and includes, but is not limited to, the sale of and use of electricity and electric service, and the use, rental, or lease of Grantee Facilities, after adjustment for the net write-off of uncollectible accounts. Gross Revenues do not include proceeds from the sale of bonds, mortgages or other evidence of indebtedness, securities or stocks, or sales at wholesale by one public utility to another of electrical energy when the utility purchasing such electrical energy is not the ultimate consumer. Gross Revenues also do not include revenue from joint pole use. For purposes of this Franchise, revenue from joint pole use includes any revenue collected by Grantee from other franchisees, permittees, or licensees of the City for the right to attach wires, cable or other facilities or equipment to Grantee’s poles or place them in Grantee’s conduits.

(10) “Mayor” means the Mayor of the City.

(11) “NESC” means the National Electrical Safety Code.

(12) “OPUC” means the Oregon Public Utility Commission.

(13) “Person” means any individual, sole proprietorship, partnership, association, corporation, cooperative, People’s Utility District, or other form of organization authorized to do business in the State of Oregon, and includes any natural person.

(14) “Public ROW” means the space in, upon, above, along, across, over, or under the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, bridges, sidewalks, bicycle lanes, public utility easements, and all other public ways or areas, including the subsurface under and air space over these areas, but does not include parks, parkland, open space tracts, water quality tracts, or other City-owned property. This definition applies only to the extent of the City’s right, title, interest, and authority to grant a franchise or other authorization to occupy and use such areas for Grantee Facilities.

(15) “PUE” means the space in, upon, above, along, across, over, or under an easement for the construction, reconstruction, operation, maintenance, inspection, and repair of utility facilities. A public utility easement does not include an easement solely for the construction, reconstruction, operation, maintenance, inspection, and/or repair of City facilities, or where the proposed use by Grantee is inconsistent with the terms of any easement, right-of-way, or other legal right for use or occupancy granted to the City.

(16) “Public Works Director” means the Public Works Director of the City.

(17) “Term” shall have the meaning described in Section 2(B).

(18) “Year,” “annual,” or “annually” means the period consisting of a full calendar year, beginning January 1 and ending December 31, unless otherwise provided in this Franchise.

SECTION 4. CONSTRUCTION.

(A) **Construction.** Subject to the NESC, Grantee's Electric Light and Power System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits, or other facilities that may have been laid in the Public ROW by or under the City's authority. Grantee and the City shall work together during any design process affecting the Public ROW to establish suitable locations for Grantee's Facilities. Assuming there is sufficient space in the Public ROW, all poles shall be placed between the sidewalk and the edge of the Public ROW unless another location is approved by the Public Works Director. If there is not sufficient space in the Public ROW, the City agrees to provide a suitable alternative location that meets Grantee's engineering standards, the NESC and generally applicable standards published by the City in order for Grantee to maintain sufficient service.

(B) **Acquisition.** Subsequent to the effective date of this Franchise, upon Grantee's acquisition of additional Grantee Facilities in the Public ROW, or upon any addition or annexation to the City of any area in which Grantee retains Grantee Facilities in the Public ROW of such addition or annexation, Grantee shall submit to the City a statement describing all Grantee Facilities involved, whether authorized by a franchise agreement or upon any other form of prior right, together with a map, as described in Section 5, specifying the location of all such Grantee Facilities. Such Grantee Facilities shall immediately be subject to the terms of this Franchise.

(C) **Emergency Repairs.** In the event emergency repairs to Grantee Facilities are necessary, Grantee shall as soon as reasonably possible notify the City of the need for such repairs. Grantee may immediately initiate such emergency repairs and apply for appropriate permits and pay any required permit fees the next business day or as soon as reasonably possible following discovery of the emergency. For purposes of this subsection (C), "emergency" shall mean a situation involving (a) an unscheduled outage affecting one or more customers or (b) danger to public safety. Emergency also includes situations where the failure of Grantee to act would result in (a) or (b).

(D) **Reasonable Care.** All work completed by Grantee within the Public ROW shall be conducted with reasonable care and with the goal of minimizing the risk to those using the Public ROW and to minimize the risk of damage to public and third-party property. All work shall be performed in accordance with all applicable laws and regulations, including but not limited to the NESC, the conditions contained in the City permit for the work, and generally applicable standards published by the City. Any work completed by Grantee within the Public ROW may be inspected by the City to determine whether it complies with this franchise and Grantee's permit issued by the City. If the City determines that Grantee's work was not completed in a City approved location in accordance with the applicable City permit, the City shall notify Grantee and provide Grantee with sixty (60) days to re-perform the work in a City approved location in accordance with the applicable City permit, subject to the NESC.

SECTION 5. SUPPLYING MAPS.

Grantee shall maintain maps and data pertaining to the location of Grantee Facilities on file at its corporate offices or at an office in Oregon. After providing Grantee with twenty-four (24) hours prior notice, the City may inspect the maps (excluding Grantee proprietary information) at any time during Grantee's business hours. Upon request of the City and without charge,

Grantee shall furnish current maps to the City by electronic data in read-only format acceptable to the City showing the general location of Grantee Facilities, excluding Grantee proprietary information. Unless required by law, the City will not sell or provide Grantee prepared maps or data to third parties without written permission from Grantee. Upon request of Grantee, the City will make available to Grantee any relevant City prepared maps or data at no charge to Grantee.

SECTION 6. EXCAVATION AND RESTORATION AFTER EXCAVATION.

(A) Excavation. Subject to Sections 4 and 7, and after obtaining all permits required by the City, Grantee may make all necessary excavations within the Public ROW for the purpose of installing, repairing, upgrading, or maintaining Grantee Facilities. The City shall inform the Grantee through the permitting process or earlier, if possible, of any limitations enacted by the City on excavation in particular geographic areas within the City. Notwithstanding the foregoing two sentences, in the case of an emergency that cannot reasonably be addressed without excavation in the Public ROW, no permit shall be required prior to excavation and no limitations on excavation in particular geographic areas within the City shall apply for the Public ROW affected by such emergency; provided that Grantee complies with Sections 4 and 7. Should there be a direct conflict between any terms or conditions stated in a permit granted by the City and the terms of this Franchise, the terms of this Franchise shall control. All excavations made by Grantee in the Public ROW shall be properly safeguarded for the prevention of injury or accidents. All of Grantee's work under this Section shall be completed in strict compliance with all applicable rules, regulations and ordinances of the City, the state and federal authorities. Should a customer of Grantee be required, pursuant to Grantee's tariff on file with the OPUC, to make excavations that are located in the Public ROW, the City agrees that Grantee shall not be responsible or liable for any failure by such customer to comply with any applicable rules, regulations, ordinances of the City and/or with City standards.

(B) Restoration after Excavation. Except as otherwise provided for in this Section, Grantee shall restore the surface of the Public ROW disturbed by any excavation by Grantee to at least the same condition that it was in prior to excavation, but in any event to the generally applicable City standards published at the time and permit requirements. If Grantee excavates the surface of the Public ROW, Grantee shall be responsible for restoration of the area affected by the excavation as required by the City permit. If Grantee fails to restore the Public ROW as required in this Franchise and the applicable permit, the City shall give Grantee written notice and provide Grantee a reasonable period of time, not to exceed thirty (30) days, to restore the Public ROW. If the work of Grantee creates a public safety hazard as determined by the Public Works Director, Grantee may be required to repair or restore the Public ROW within twenty-four (24) hours' notice from the City, or such time as agreed between the Public Works Director and Grantee, taking into consideration weather and other relevant factors. Should Grantee fail to make such repairs or restorations within the aforementioned time frames, the City may, after providing notice to Grantee and a reasonable opportunity to cure, refill or repave any opening made by Grantee in the Public ROW and the expense thereof shall be paid by Grantee. The City reserves the right, after providing notice to Grantee, to remove or repair any work completed by Grantee, which, in the determination of the Public Works Director, is inadequate, using a qualified contractor to the extent required by applicable state and federal safety laws and regulations. The cost thereof, including the cost of inspection and supervision, shall be paid by Grantee. In the event that Grantee's work is coordinated with other construction work in the Public ROW, the Public Works Director may excuse Grantee from restoring the surface of the Public ROW, providing that as part of the coordinated work, the Public ROW is restored to good order and condition.

SECTION 7. VEGETATION MANAGEMENT.

Grantee or its contractor may prune and/or remove all trees and vegetation which present the risk of growing-in, overhanging, or falling-into Grantee's overhead electrical system, whether such trees or vegetation originate within or outside the Public ROW, to prevent the branches or limbs or other part of such trees or vegetation from interfering with Grantee Facilities. Such pruning and removal shall comply with the American National Standard for Tree Care Operation (ANSI A300) and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent Grantee, when necessary and with the approval of the owners of the property on which they may be located, from cutting down and removing any trees which overhang or pose a risk of falling-in or overstriking the Grantee's overhead electrical system, regardless of whether the vegetation is located within the Public ROW. Grantee's vegetation management practices shall comply with all vegetation management requirements established by the OPUC.

SECTION 8. RELOCATION.

(A) Permanent Relocation Required by City. This subsection covers relocation of overhead Grantee Facilities that will remain overhead, and underground Grantee Facilities that will remain underground. Subject to ORS Chapter 758.025, the City shall have the right to require Grantee to permanently change the location of Grantee's Electric Light and Power System when necessary or convenient in the interest of the public and, unless otherwise agreed, the expenses thereof shall be paid by Grantee. The City agrees to provide a suitable location in the Public ROW for Grantee Facilities that meets Grantee's engineering standards, the NESC and generally applicable standards published by the City in order for Grantee to maintain sufficient service. If sufficient space is not available in the Public ROW for Grantee Facilities, Grantee and the City shall cooperate to enable the City to obtain sufficient easements from private property owners to accommodate Grantee Facilities in order to maintain service and permit upgrades of Grantee Facilities. Should Grantee fail to remove or relocate any such Grantee Facilities within sixty (60) days after the date established by the City, or a mutually agreed upon time period which, except in the event of public emergency, absent mutual agreement shall not occur sooner than sixty (60) days after the City provides written notice to remove/relocate to Grantee, the City may cause or effect such removal or relocation, performed by a qualified contractor in accordance with applicable state and federal safety laws and regulations and Grantee's standards, and the expense thereof shall be paid by Grantee.

(B) Notice. The City will endeavor to provide as much notice prior to requiring Grantee to relocate Grantee Facilities as possible. The notice shall specify the date by which the existing Grantee Facilities must be removed or relocated. Nothing in this provision shall prevent the City and Grantee from agreeing, either before or after notice is provided, to a schedule for relocation.

(C) Permanent Relocation - Undergrounding. As permitted by, and in accordance with City ordinance and any applicable law, administrative rule, or regulation, the City may require Grantee to convert any overhead Grantee Facilities to underground Grantee Facilities at the same or different locations, subject to Grantee's engineering and safety standards. This subsection shall not apply to Grantee Facilities used for or in connection with the transmission of electric energy at nominal voltages in excess of 35,000 volts or to pedestals, cabinets or other related above-ground equipment. Any such relocation shall be consistent with applicable long-term development plans or projects of the City, or as approved by the City. The expense of such

a conversion shall be paid by Grantee, and Grantee may recover its costs from its customers in accordance with state law, administrative rule, or regulation. The City may designate that Grantee collect such costs from only a portion of its customers within the boundaries of the City in accordance with OAR 860-022-0046(4) as it may be amended from time to time. Additionally, nothing in this Section limits Grantee ability to recover its costs from its customers in accordance with its tariff approved by the OPUC, state law, administrative rule, or regulation. The City agrees to provide a suitable location in the Public ROW that meets Grantee's engineering standards, the NESC and generally applicable standards published by the City in order for Grantee to maintain sufficient service. If sufficient space is not available in the Public ROW, then the City will obtain sufficient easements from private property owners to accommodate Grantee Facilities in order to maintain service and permit upgrades of Grantee Facilities. Nothing in this subsection prevents the City and Grantee from agreeing to a different form of cost recovery consistent with applicable statutes, administrative rules, City Code or City Charter, and Grantee's tariff on file with the OPUC on a case-by-case basis.

(D) Temporary Relocation at Request of Third Parties. Whenever it is necessary to temporarily relocate or rearrange any Grantee Facility in order to permit the passage of any building, machinery or other object, Grantee shall perform the work after receiving sixty (60) business days written notice from the persons desiring to move the building, machinery or other object. The notice shall: (1) demonstrate that the third-party has acquired at its expense all necessary permits from the City; (2) detail the route of movement of the building, machinery, or other object; (3) provide that the person requesting the temporary relocation shall be responsible for Grantee's costs; (4) provide that the requestor shall indemnify and hold harmless the City and Grantee from any and all damages or claims resulting either from the moving of the building, machinery or other object or from the temporary relocation of Grantee Facilities; and (5) be accompanied by a cash deposit or other security acceptable to Grantee for the costs of relocation. Grantee in its sole discretion may waive the security obligation. The cash deposit or other security shall be in an amount reasonably calculated by Grantee to cover Grantee's costs of temporary relocation and restoration. All temporary relocations under this subsection shall comply with ORS 757.805, if applicable.

(E) Temporary Relocation at Request of City. Subject to ORS Chapter 758, the City may require Grantee to temporarily remove and relocate Grantee Facilities, subject to Grantee's engineering and safety standards, by giving sixty (60) days' notice to Grantee. Prior to such relocation, the City agrees to provide a suitable location in the Public ROW, as mutually agreed, or a temporary construction easement that meets Grantee's engineering standards, the NESC and generally applicable standards published by the City, and that allows the Grantee to place its Facilities on the easement in order for Grantee to maintain sufficient service until such time as Grantee moves its Facilities to their permanent location. The City will assist Grantee in acquiring easements from private property owners if a sufficient location is not available in the Public ROW that meets Grantee's engineering standards and NESC requirements, or the City has not obtained construction easements for the public project necessitating the temporary relocation. The cost of temporary removal or relocation of Grantee Facilities that is necessary or convenient for public projects, as well as the cost of replacing Grantee Facilities in the permanent location, shall be paid by Grantee. However, when the City requests a subsequent relocation of all or part of the same Grantee Facilities occurring less than two (2) years after the initial relocation, that is necessary or convenient for a public project and not at the request of or to accommodate a third-party request, the subsequent relocation shall be at the expense of the City.

(F) Permanent Relocation at Request of Third Party. In the event that any relocation is requested by or is to accommodate a third-party, Grantee shall seek reimbursement from the third-party and not from the City. Such relocation shall be consistent with any applicable long-term development plan or projection of the City or approved by the City; however, if relocation of Grantee Facilities is caused or required by the conditions placed by the City on approval for projects of third parties, such relocation shall in no event fall under the provisions of subsections (A), (C) or (E) of this Section 8. The City and Grantee agree to cooperate to minimize the economic impact of such relocation on each Party.

SECTION 9. PUBLIC ROW VACATION.

If all or a portion of the Public ROW used by Grantee is vacated by the City during the Term, upon request and if reasonably possible, the City shall either condition the approval of the vacation on the reservation of an easement for Grantee Facilities in their then-current location that prohibits any use of the vacated property that interferes with Grantee's full enjoyment and use of its easement, or permit Grantee Facilities to remain in a PUE. Upon request, the City will cooperate with Grantee to identify alternative locations within the Public ROW for Grantee Facilities if they are not permitted to remain in the vacated area.

SECTION 10. CITY PUBLIC WORKS AND IMPROVEMENTS.

Nothing in this Franchise shall be construed in any way to prevent the City from excavating, grading, paving, planking, repairing, widening, altering, or completing any work that may be needed or convenient in the Public ROW that is consistent with the NESC. The City shall coordinate any such work with Grantee to avoid, to the extent reasonably foreseeable, any obstruction, injury or restrictions on the use by Grantee of any Grantee Facilities, and the City shall be responsible for the costs to repair any damage to Grantee Facilities arising out of such work. Nothing in this Section relieves Grantee from its obligations stated in Section 8.

SECTION 11. USE OF GRANTEE FACILITIES.

City shall enter into attachment agreements with Grantee and obtain permits to string wires on Grantee's poles or run wires in Grantee's trenches and/or conduit for municipal purposes and to attach fire and police alarm and communication equipment to Grantee's poles, provided that such wires and equipment: a) do not unreasonably interfere with Grantee operations; b) conform to the NESC; and c) the City's excess capacity on such wires and equipment is not leased to, sold to or otherwise used by non-governmental third parties. Grantee shall not charge the City for such attachments to its poles or in its conduits; however, the City shall be responsible to pay for any make-ready and inspections Grantee must perform in order to provide access to Grantee Facilities for City wires and equipment in accordance with the NESC. Should any of the City's attachments to Grantee Facilities violate the NESC, the City shall work with Grantee to address and correct such violations in an agreed-upon period of time. The City shall indemnify and hold Grantee harmless from loss or damage resulting from the presence of City's wires and equipment on or in Grantee Facilities. For purposes of this Franchise, "make-ready" shall mean engineering or construction activities necessary to make a pole, conduit, or other support equipment available for a new attachment, attachment modifications, or additional facilities.

SECTION 12. PAYMENT FOR USE OF PUBLIC ROW.

(A) **Use of Public ROW.** In consideration for its use of the Public ROW in accordance with the terms of this Franchise, Grantee agrees to pay the City an amount equal to three and one-half percent (3 ½ %) of the Gross Revenue received by Grantee from its customers within the City unless such percentage is changed during the Term of this Franchise in accordance with its terms. The payment for each year shall be based on the Gross Revenue collected by Grantee during the previous calendar year from Grantee's customers, and shall be paid on an annual basis. To the maximum extent permissible under state law and regulation, the payment imposed by this subsection shall be considered an operating expense of Grantee and shall not be itemized or billed separately to consumers within the City.

(B) **Property Tax Limitations Do Not Apply.** The payment described in this Section 12 is not subject to the property tax limitations of Article XI, Sections 11(b) and 11(19) of the Oregon Constitution, and is not a fee imposed on property or property owners by fact of ownership.

(C) **Privilege Tax.** The City shall retain the right, as permitted by Oregon law, to charge a privilege tax based on a percentage of the Gross Revenue earned from Grantee's customers within the City in addition to the payment amounts set forth in subsection (A). The City shall provide Grantee at least ninety (90) days' notice prior to such privilege tax becoming effective. Grantee shall follow state regulations regarding the inclusion of such privilege tax as an itemized charge on the electricity bills of its customers within the City. No later than forty-five (45) days following a calendar quarter, Grantee shall remit to the Director of Finance any privilege tax collected during the previous quarter and a statement showing the amount of Gross Revenues for such quarter. The City and Grantee will discuss in good faith the nomenclature of the privilege tax as it appears on the customer bill.

(D) **Remittance of Annual Payment.** Grantee shall remit to the Director of Finance on or before the first (1st) day of April of each year, the annual franchise fee payment. Payment must be made in immediately available federal funds. With its annual payment, Grantee shall provide the City a statement under oath showing the Gross Revenue for the preceding year.

(E) **Acceptance of Payment.** Acceptance by the City of any payment due under this Section shall not be a waiver by the City of any breach of this Franchise occurring prior to the acceptance, nor shall the acceptance by the City preclude the City from later establishing that a larger amount was actually due, or from collecting the balance due to the City.

(F) **Late Payments.** Interest on late payments shall accrue from the due date at the statutory rate designated in ORS 82.010, and shall be computed based on the actual number of days elapsed from the due date until payment. Interest shall accrue without regard to whether the City has provided notice of delinquency. If the late payment is discovered as a result of an audit, Section 13 shall apply.

(G) **No Exemption From Other Fees or Taxes.** Payment of the amounts described in this Section 12 shall not exempt Grantee from the payment of any other license fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City or any other taxing authority, including but not limited to charges for plan review and fees for inspection, except as may otherwise be provided in the ordinance or laws imposing such other license fee, tax or charge.

(H) Direct Access and Volumetric Methodologies. The City may, consistent with state law, direct that the payments made under this Section 12 be based on volume-based methodologies as specifically described in ORS 221.655 instead of the formula set out in subsections 12 (A) and (C). Notice must be given to Grantee in writing for the subsequent payments to be made using volume-based methodology. The volumetric calculation shall apply to payments made in one calendar year (based on January 1 to December 31 billings from the previous calendar year). The choice to use volumetric methodology must be renewed annually by the City. No notice is necessary if the City chooses to remain on the revenue-based calculation.

(I) Payment Obligation Survives Franchise. If prior to the expiration of this Franchise the parties do not finish negotiation of a new franchise agreement, the obligation to make the payments imposed by this Section 12 shall survive expiration of this Franchise until a new franchise agreement becomes effective and supersedes this Franchise. In the event this Franchise is terminated before expiration, Grantee shall make the remaining payments owed, if any, within ninety (90) days of the termination date.

SECTION 13. AUDIT.

(A) Audit Notice and Record Access. The City may request an audit or financial review (“audit”) of Grantee’s calculation of Gross Revenues for the immediately preceding three (3) calendar years. Within ten (10) business days after receiving a written request from the City, or such other time frame as agreed by both parties, Grantee shall furnish the City and any auditor retained by the City: (1) information sufficient to demonstrate that Grantee is in compliance with this Franchise; and (2) access to all books, records, maps and other documents maintained by Grantee with respect to Gross Revenues and/or Grantee Facilities that are necessary for the City to perform such audit. Grantee shall provide copies of such information to the City in the format reasonably requested by the City or its auditor within the City during regular Grantee business hours.

(B) Audit Payment. If the City’s audit shows that the amounts due to the City are higher than those based on the Grantee’s calculation of Gross Revenue, then Grantee shall make a payment for the difference within sixty (60) days after the delivery to Grantee of the audit results. In addition to paying any underpayment, Grantee shall pay interest at the statutory rate designated in ORS 82.010 as it may be amended from time to time, but not penalties, as specified in this Franchise, from the original due date. If the City’s audit shows that the amounts due to the City are less than those based on Grantee’s calculation of Gross Revenue, then the Grantee shall deduct its overpayment from the next franchise fee payment the Grantee makes to the City, including interest at the statutory rate designated in ORS 82.010, as it may be amended from time to time, from the original due date. The City and the Grantee agree that they will split the cost of any third-party audit conducted pursuant to this Section 13, and shall cooperate in good faith to select an acceptable third-party auditor.

SECTION 14. TERMINATION AND REMEDIES.

(A) By City for Cause. If Grantee ceases to maintain Grantee Facilities in accordance with the maintenance commitments outlined in the Service Quality Measures Review filed with the OPUC, and this causes an increase in the risk to the public of personal injury or property damage, the City shall notify Grantee and Grantee shall have thirty (30) days after the date of the notice to eliminate such risk or, if such risk cannot be eliminated within thirty (30) days, such

reasonable time period as is required to eliminate such risk, and Grantee shall bear all costs related to remedying the risk. If Grantee does not eliminate the risk in accordance with the preceding sentence, the City may then terminate this Franchise by providing Grantee written notice of termination.

(B) By City if City Will Provide Service. The City may terminate this Franchise upon one year's written notice to Grantee in the event that the City decides to engage in public ownership of the electric facilities located in the Public ROW and the public distribution of electric energy to customers throughout the City.

(C) City Reserves Right to Terminate. In addition to any other rights provided for in this Franchise, the City reserves the right, subject to subsections 14 (E) and (F), to terminate this Franchise in the event that:

- (1)** The Grantee materially violates any material provision of this Franchise;
- (2)** The Grantee is found by a court of competent jurisdiction to have practiced any material fraud or deceit upon the City;
- (3)** There is a final determination that Grantee has failed, refused, neglected or is otherwise unable to obtain or maintain Grantee's service territory designation required by any federal or state regulatory body regarding Grantee's operation of Grantee's Electric Light and Power System or
- (4)** Grantee becomes unable or unwilling to pay its debts, or is adjudged bankrupt.

(D) Material Provisions. For purposes of this Section 14, the following are material provisions of this Franchise, allowing the City to exercise its rights under this Section 14 or as set forth elsewhere in this Franchise:

- (1)** The invalidation, failure to pay or any suspension of Grantee's payments of franchise fees or privilege taxes to the City for use of the Public ROW under this Franchise;
- (2)** Any failure by Grantee to submit timely reports as may be requested by the City, regarding the calculation of its franchise fees or privilege taxes paid or to be paid to the City;
- (3)** Any failure by Grantee to maintain the liability insurance or self-insurance required under this Franchise;
- (4)** Any failure by Grantee to provide copies of requested information as provided under Sections 4, 5, and 13 above; and
- (5)** Any failure by Grantee to otherwise substantially comply with the requirements of Section 4 through Section 20 of this Franchise, unless otherwise agreed.

(E) Notice and Opportunity to Cure. The City shall provide Grantee thirty (30) days prior written notice of its intent to exercise its rights under this Section 14, stating the reasons for such action. If Grantee cures the basis for termination or if the Grantee initiates efforts satisfactory to the City to remedy the basis for termination and the efforts continue in good faith within the

thirty (30) day notice period, the City shall not exercise its remedy rights. If Grantee fails to cure the basis for termination or if the Grantee does not undertake and/or maintain efforts satisfactory to the City to remedy the basis for termination within the thirty (30) day notice period, then the City Council may impose any or all of the remedies available under this Section 14.

(F) Remedies. In determining which remedy or remedies are appropriate, the City shall consider the nature of the violation, the person or persons burdened by the violation, the nature of the remedy required in order to prevent further such violations, and any other matters the City deems appropriate.

(G) Financial Penalty. In addition to any rights set out elsewhere in this Franchise, as well as its rights under the City Code or other law, the City reserves the right at its sole option to impose a financial penalty of up to \$500.00 per day per material violation of a material provision of this Franchise when the opportunity to cure has passed.

SECTION 15. ASSIGNMENT OF FRANCHISE.

Grantee shall not sell, assign, transfer, or convey this Franchise to a third-party without the City Council giving its consent in a duly passed ordinance. Upon obtaining such consent, this Franchise shall inure to and bind such third-party. Grantee shall not sell or assign this Franchise to an entity that is not authorized by the OPUC to provide electric service to retail consumers in the City or is not otherwise authorized to provide electric service to retail consumers under Oregon law. Prior to any proposed transfer, Grantee shall be in full compliance with this Franchise and the proposed transferee shall agree in writing to be bound by this Franchise. In the event Grantee is purchased by or merged into another entity and Grantee survives such purchase or merger as a public utility, Grantee shall provide notice to the City of such purchase or merger, but shall have no obligation under this Franchise to obtain the consent of the City Council for such purchase or merger.

SECTION 16. REMOVAL OF FACILITIES.

If this Franchise is terminated or expires on its own terms and is not replaced by a new franchise agreement or similar authorization, the City may determine whether Grantee Facilities are to be removed from the Public ROW or remain in place. The City shall provide written notice of any requirement to remove Grantee Facilities and shall provide Grantee sixty (60) days to comment on such requirement to move Grantee Facilities. Following consideration of any such comments, the City Council may issue an order requiring removal of Grantee Facilities within nine (9) months after such order is declared.

SECTION 17. NONDISCRIMINATION.

Grantee shall provide service to electric light and power consumers in the City without undue discrimination or undue preference or disadvantage, in accordance with Oregon law.

SECTION 18. INDEMNIFICATION.

To the fullest extent permitted by law, Grantee shall indemnify and hold harmless the City against any and all claims, damages, costs and expenses, including attorney's fees and costs, to which the City may be subjected as a result of any negligent or willful misconduct of Grantee,

or its affiliates, officers, employees, agents, contractors or subcontractors, arising out of the rights and privileges granted by this Franchise. The obligations imposed by this Section are intended to survive termination of this Franchise.

SECTION 19. INSURANCE.

Grantee shall obtain and maintain in full force and effect, for the entire Term, the following insurance covering risks associated with Grantee's ownership, operation, and use of Grantee Facilities in the Public ROW:

(A) Commercial General Liability insurance covering all operations by or on behalf of Grantee for Bodily Injury and Property Damage, including Completed Operations and Contractors Liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate.

(B) Business Automobile Liability insurance to cover any vehicles used in connection with its activities under this Franchise, with a combined single limit not less than One Million Dollars (\$1,000,000.00) per accident.

(C) Workers' Compensation coverage as required by law and Employer's Liability Insurance with limits of One Million Dollars (\$1,000,000). With the exception of Workers' Compensation and Employers Liability coverage, Grantee shall name the City and its officers, agents, and employees as an additional insured on all policies. All insurance policies shall provide that they shall not be canceled or modified unless thirty (30) days prior written notice is provided to the City. Grantee shall provide the City with a certificate of insurance evidencing such coverage as a condition of this Franchise and shall provide updated certificates upon request.

(D) **In Lieu of Insurance.** In lieu of the insurance policies required by this Section 19, Grantee shall have the right to self-insure any and all of the coverage outlined hereunder. If Grantee elects to self-insure, it shall do so in an amount at least equal to the coverage requirements of this Section 19 in a form acceptable to the City. Grantee shall provide proof of self-insurance to the City before this Franchise takes effect and thereafter upon request by the City.

SECTION 20. DAMAGE TO FACILITIES.

The City shall not be liable for any consequential damages or losses resulting from any damage to or loss of any facility as a result of or in connection with any work by or for the City unless the damage or loss is the direct and proximate result of willful, intentionally tortious, negligent or malicious acts or omissions by the City, its employees, or agents. In such case, the City shall indemnify and hold harmless Grantee against any and all claims, damages, costs and expenses, including attorney's fees and costs, arising therefrom, subject to any applicable limitations in the Oregon Constitution and the Oregon Tort Claims Act. The obligations imposed by this Section are intended to survive termination of this Franchise.

SECTION 21. LIMITATION ON PRIVILEGES.

All rights and authority granted to Grantee by the City under this Franchise are conditioned on the understanding and agreement that the privileges in the Public ROW shall not be an enhancement of Grantee's properties or an asset or item of ownership or property right of Grantee.

SECTION 22. FRANCHISE NOT EXCLUSIVE.

This Franchise is not exclusive and shall not be construed to limit the City from granting rights, privileges and authority to other persons similar to or different from those set forth in this Franchise.

SECTION 23. REMEDIES AND PENALTIES NOT EXCLUSIVE.

All remedies and penalties under this Franchise, including termination, are cumulative and not exclusive, and the recovery or enforcement by one available remedy or imposition of a penalty is not a bar to recovery or enforcement by any other remedy or imposition of any other penalty. The City reserves the right to enforce the penal provisions of any City ordinance or resolution and to avail itself to any and all remedies available at law or in equity. Failure to enforce any term, condition or obligation of this Franchise shall not be construed as a waiver of a breach of any term, condition or obligation of this Franchise. A specific waiver of a particular breach of any term, condition or obligation of this Franchise shall not be a waiver of any other, subsequent or future breach of the same or any other term, condition or obligation of this Franchise.

SECTION 24. SEVERABILITY CLAUSE.

If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, all portions of this Franchise that are not held to be invalid or unconstitutional shall remain in effect until this Franchise is terminated or has expired. After any declaration of invalidity or unconstitutionality of a portion of this Franchise, either party may demand that the other party meet to discuss amending the terms of this Franchise to conform to the original intent of the parties. If the parties are unable to agree on a revised franchise agreement within ninety (90) days after a portion of this Franchise is found to be invalid or unconstitutional, either party may terminate this Franchise by delivering one hundred and eighty (180) days' notice to the other party.

SECTION 25. ACCEPTANCE.

Within thirty (30) days after the ordinance adopting this Franchise is passed by the City Council, Grantee shall file with the City Recorder its written unconditional acceptance or rejection of this Franchise. If Grantee files a rejection, or fails to file a written unconditional acceptance, this Franchise shall be null and void.

SECTION 26. NOTICE.

Any notice provided for under this Franchise shall be sufficient if in writing and (1) delivered personally to the following addressee, (2) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (3) sent by overnight or commercial air courier (such as Federal Express or UPS), or (4) sent by facsimile transmission with verification of receipt and a

copy deposited in the United States mail, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City: Mayor, City of Keizer
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307
FAX # 503-393-9437

With a copy to: City Attorney City of Keizer
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307
FAX # 503-856-3434

If to the Grantee: Regional Manager
Portland General Electric Company
2213 SW 153rd Drive
Beaverton, OR 97006
FAX: (503) 672-5595

With a copy to: Portland General Electric Company
Attn: General Counsel
One World Trade Center, 17th Floor
121 SW Salmon Street
Portland, Oregon 97204
FAX: (503) 464-2200

Any such notice, communication or delivery shall be deemed effective and delivered upon the earliest to occur of actual delivery, three (3) business days after depositing in the United States mail, one (1) business day after shipment by commercial air courier or the same day as confirmed facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday).

SECTION 27. PUBLIC RECORDS.

Documents and records submitted by Grantee to the City may be subject to public inspection under the Oregon Public Records Law, ORS 192.311 through 192.478, except as provided herein.

SECTION 28. AMENDMENT.

This Agreement may not be amended or modified except in writing executed by all the parties to this Agreement.

[See signatures on following page]

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Franchise as of the dates indicated below.

PORTLAND GENERAL ELECTRIC
COMPANY

CITY OF KEIZER

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Adam Brown, City Manager
Subject: Volunteer Economic Development Advisor

Proposed Motion

I move that the Keizer City Council adopt Resolution R2025-____ Authorizing City Manager to Sign Volunteer Economic Development Advisor Agreement.

I. Summary

The City Manager is working on several economic development projects and desires to formalize an existing relationship as a subject matter expert. This will allow the city manager to use Mr. Eric Meurer as an advisor for the City Manager in talking with prospects and working with the City Manager.

II. Background

- A. The City Manager has used Mr. Eric Meurer as an advisor to discuss economic development projects because of his extensive experience as a developer and contractor.

III. Current Situation

- A. To this point Mr. Meurer has not acted in an official advisory capacity for the city, only as a personal advisor to the City Manager. Mr. Meurer has an interest in using his life experience to benefit the City of Keizer. Acting as an official advisor for the City, Mr. Meurer would be able to talk directly to the agents of prospective developers and builders on behalf of the City Manager.
- B. Mr. Meurer has agreed to not take any compensation for his service in this role. Additionally he has agreed not to have any pecuniary financial interest connected to any deals negotiated through him in the process of acting on behalf of the City Manager. He will be allowed to represent himself as speaking on behalf of the City Manager with this agreement.

IV. Analysis

- A. **Strategic Impact** - No strategic plan or goal impact.
- B. **Financial** - As a volunteer agent of the City this agreement should have very

minimal financial impact estimated at less than \$1,000 per year.

C. **Timing** - We have several projects in the works right now, that the City Manager would like to involve Mr. Meurer as an agent of the City.

D. **Policy/Legal** - This is being brought before the Keizer City Council for the sake of transparency of the relationship between Mr. Meurer and the City Manager.

V. Alternatives

A. Adopt the attached resolution.

B. Take No Action - If it is the pleasure of the City Council to not approve the agreement, the City Manager will discontinue using Mr. Meurer as an advisor.

VI. Recommendation

Staff recommends the City Council adopt the attached resolution approving the agreement for volunteer economic advising services with Mr. Eric Meurer for the purpose of allowing him to act as an agent for the City Manager.

Attachments

1. RES_CC_Authorizing City Manager to Enter Into Agreement with Eric Meurer_2 18 2025
2. AGMT_City of Keizer_Eric Meurer Economic Development Services_2 12 2025_1021

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

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2025-_____
4

5
6 AUTHORIZING CITY MANAGER TO SIGN VOLUNTEER
7 ECONOMIC DEVELOPMENT ADVISOR AGREEMENT
8
9

10 WHEREAS, the City Manager has been using Eric Meurer as a personal advisor
11 to assist in economic development projects for the City;

12 WHEREAS, Mr. Meurer has extensive experience as a developer and contractor;

13 WHEREAS, the City Manager desires to formalize the relationship for the sake of
14 transparency;

15 WHEREAS, the City Council has considered the matter and desires that the City
16 Manager enter into an agreement for Eric Meurer to assist the City Manager in economic
17 development projects for the City;

18 NOW, THEREFORE,

19 BE IT RESOLVED by the City Council of the City of Keizer that the City
20 Manager is authorized to enter into the Volunteer Economic Development Advisor
21 Agreement with Mr. Eric Meurer, a copy of which is attached hereto and by this
22 reference incorporated herein.
23
24
25

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

3 PASSED this _____ day of _____, 2025.

4
5 SIGNED this _____ day of _____, 2025.

6

7

8

9

Mayor

10

11

12

City Recorder

- e. Hold in confidence proprietary information shared by developers or business owner's except that which is not protected from public record requests, but sharing all information with the City Manager.
 - f. The Advisor will be assisting the City Manager with communication and strategies regarding potential development. The Advisor does not have any agency or apparent agency to sign the City up for any obligations or make any enforceable promises on behalf of the City.
3. Independent Advisor.
- a. Meets monthly with the City Manager.
 - b. City does not set the hours of work for Advisor. Advisor will work at their discretion without a minimum or maximum number of hours required during any period. It is agreed to that Advisor shall act and be an independent advisor and not an employee of the City, and shall obtain no rights to any employee benefits, including PERS, which accrue, to City's employees. It is understood that City does not agree to use Advisor exclusively. It is further understood that Advisor is free to contract for similar services to be performed for other persons while under contract with City.
4. Compensation.
- a. Advisor understands Advisor is a volunteer of the City and shall receive no compensation for work as Advisor for City.
 - b. Advisor will be able to be reimbursed for reasonable expenses incurred pursuing potential buyers and developers which may include fees, meals, lodging, transportation, and material production. Advisor will get pre-approval to spend over \$150.00 from the City Manager. Payment for reimbursement shall be made per a monthly invoice within 30 days of receipt of an itemized invoice along with receipts.
5. Termination.
- a. City or Advisor can terminate this agreement at any time at the discretion of the City Manager or the Advisor by providing written notice by one party to the other party.
6. Assignments. Advisor shall not assign this Agreement.
7. Changes to Agreement. Except as provided herein, this Agreement may

be modified only by a written agreement executed by City and Advisor.

8. Hold Harmless.

- a. Advisor agrees to indemnify and hold City harmless with regard to any claims that the City receives as a result of the services provided by Advisor acting outside the authority and scope of this agreement as outlined in this Agreement.

9. Conflict of Interest.

- a. Advisor shall not have any personal or financial interest in a matter which is the subject of an action or decision by the City that may reasonably be perceived to:
 - i. Affect your objectivity in carrying out your responsibilities and duties;
 - ii. Represents a financial advantage or benefit.
- b. City and Advisor confirm that they have not offered, given, or accepted, nor intent to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, or favor.
- c. Advisor agrees to not share confidential information, learned through the discharge of his volunteer work, with any person or entity who is not engaged in discussions that would benefit the city of Keizer's economic development interests. The City understands that Mr. Meurer is widely known in the regional economic development industry and is familiar with many other developers.
- d. Advisor agrees to sign an annual statement of confidentiality and update the statement if actual or perceived conflicts of interests change throughout the year.

10. Mediation. City and Advisor agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

11. Severability. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this

Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.

12. City Responsibilities. City agrees to provide Advisor with all information, surveys, reports, and professional recommendations and any other related items reasonably requested by Advisor that is not subject to withholding under Oregon Public Records law in order to provide its professional services. Advisor may rely on the accuracy and completeness of these items. City agrees to provide such items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Advisor's services.
13. Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Oregon.
14. Standard of Care. Consultant shall provide its services in accordance with generally accepted standards.
15. Entire Agreement. This Agreement represents the entire and integrated agreement between City and Advisor and supersedes all prior negotiations, statements or agreements, either written or oral. There are no conditions, agreements or representations between the parties except as expressed herein. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
16. Notices. All notices hereunder shall be given in writing and mailed postage prepaid, addressed to the parties as set forth above or such other address as either party may provide to the other by notice given in accordance with this provision.
17. Prevailing Party. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such proceeding. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the

sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

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

City of Keizer, an Oregon
Municipal Corporation

Eric Meurer

By: _____
Adam J. Brown
City Manager

Eric Meurer

DATED: _____

DATED: _____



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Joseph Lindsay, City Attorney
Subject: Community Diversity Engagement Committee (CDEC)

Proposed Motion

None. Please direct staff on what particular changes the Council would like to see in a resolution regarding the composition and processes of the CDEC membership.

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 and appointment processes of the committee were 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. After the February 10, 2025, joint work session with the CDEC, the Council has a few choices to make about the structure of the appointment processes and terms of the committee members.

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. On February 10, 2025, the City Council and CDEC had a joint work session to discuss this matter more. The Council needed to wait until this meeting to make any decisions per the Council Rules of Procedure. One remaining discussion involved how the appointment process was going to work for the youth member and whether or not that member should be a voting member.

IV. Analysis

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - No financial impact.
- C. **Timing** - Council has asked to have further discussion of this matter at the February 18, 2025, general city council 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. Direct staff to return with a resolution.
- B. Table the item for a future discussion.
- C. Refer the matter to the CDEC for further advice.
- D. Take no action.

VI. Recommendation

Staff recommends directing staff to return with a resolution regarding the configuration of the CDEC.

Attachments

- 1. R2021-3225_2021-11-01 - CDEC
- 2. R2023-3422_2023-11-06 - VCC

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

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2021- 3225

4
5 ESTABLISHING COMMUNITY DIVERSITY
6 ENGAGEMENT COMMITTEE
7

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

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

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

14 WHEREAS, the Keizer City Council considered the matter in a work session on October 11,
15 2021 and directed staff to revise the Resolution forming the Committee;

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

20 NOW, THEREFORE,

21 BE IT RESOLVED by the City Council of the City of Keizer that the Community Diversity
22 Engagement Committee is hereby established as outlined in Appendix "A", which is attached hereto
23 and by this reference made a part hereof.
24
25

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

3 PASSED this 1st day of November, 2021.

4
5 SIGNED this 1st day of November, 2021.
6
7

8 *Cathy Clark*
9 Mayor

10 *Maury De...*
11 City Recorder
12

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.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2023-3422

4
5
6 AMENDING THE VOLUNTEER COORDINATING COMMITTEE;
7 **AMENDING RESOLUTION R2013-2328**
8

9
10 WHEREAS, the Council reestablished a Volunteer Coordinating Committee by
11 Resolution R2013-2328;

12 WHEREAS, the Council wishes to amend the membership section to allow
13 appointment of a Youth liaison;

14 NOW, THEREFORE,

15 BE IT RESOLVED by the City Council of the City of Keizer that Resolution No.
16 R2013-2328 is hereby amended in Appendix "A" by replacing Appendix "A" with the
17 attached Appendix "A", and by this reference incorporated herein.

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

20 PASSED this 6th day of November, 2023.

21
22 SIGNED this 6th day of November, 2023.

23
24 Cathy Clark
25 Mayor

26
27 Melina Bisset
28 City Recorder

Appendix "A"
City Council Committee

Name:	Volunteer Coordinating Committee
Purpose:	The Committee will serve in an advisory capacity to the City Council and shall be responsible for the following: 1. Identify functions and activities where volunteers can help the City; 2. Solicit volunteers for all City Boards, Committees and Commission; 3. Solicit and match volunteer needs for special projects and activities within the City; 4. Recruit, interview, and recommend Board, Committee, and Commission appointments to the City Council; 5. Assist in training of volunteers and public relation items pertaining to the individual Board, Committee, and Commissions; 6. Annual recognition for the City volunteers.
Membership:	The Committee shall consist of seven (7) 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 Mayor 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 a 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 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.



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Adam Brown, City Manager
Subject: Recommendation to Pass to CDEC

Proposed Motion

To be made by minute motion.

I. Summary

Councilor Soraida Cross has requested that an item be placed on the agenda to discuss the Community Diversity Engagement Committee (CDEC) naming. Councilors Lore Christopher and Dan Kohler have consented as attached.

II. Background

- A. A request was received by Councilor Cross on February 11, 2025 to add a discussion about the CDEC at the February 18 meeting. The request received consent from Councilors Lore Christopher and Dan Kohler.

III. Current Situation

- A. As per council rules, three councilors can add an agenda item for discussion. The serial meetings law requires that any recommendation not be included in the packet. Such information will be provided at the meeting.

IV. Analysis

- A. **Strategic Impact** - Does not apply.
- B. **Financial** - Does not apply.
- C. **Timing** - The item was requested to be put on the February 18 agenda.
- D. **Policy/Legal** - This item is being put on the agenda as per the Council Rules and Procedures.

V. Alternatives

- A. Does not apply.

VI. Recommendation

No recommendation.

Attachments

1. Email_CM_SorCross Request for Agenda_2 11 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.”

Brown, Adam

From: Soraida Cross
Sent: Tuesday, February 11, 2025 1:06 PM
To: Brown, Adam
Cc: Lore Christopher; Brown, Adam
Subject: Alternative CDEC names to be put on Agenda for 2/18

I would like to put the following on the 2/18/25 city council agenda for discussion to be brought to the next CDEC committee meeting:

Dan & Lore will be my second and third and will respond affirmatively

Rename CDEC committee, options to choose from

Redacted in compliance with serial meetings law Will be provided at the meeting.

Thanks
Soraida

Brown, Adam

From: Daniel Kohler
Sent: Tuesday, February 11, 2025 1:26 PM
To: Lore Christopher; Soraida Cross; Brown, Adam
Subject: Re: Alternative CDEC names to be put on Agenda for 2/18

I agree

Daniel R Kohler
Keizer City Council
Position 6

This may be subject to public records search and request.

From: Lore Christopher <ChristopherL@keizerOR.gov>
Sent: Tuesday, February 11, 2025 1:09:47 PM
To: Soraida Cross <CrossS@keizeror.gov>; Brown, Adam <BrownA@keizeror.gov>
Cc: Daniel Kohler <KohlerD@keizeror.gov>
Subject: RE: Alternative CDEC names to be put on Agenda for 2/18

Affirmed, I agree.

Lore Christopher
Keizer City Councilor #5
980 Chemawa Rd. NE
Keizer, OR 97303
christopherl@keizerOR.gov
503-856-3448



From: Soraida Cross <CrossS@keizeror.gov>
Sent: Tuesday, February 11, 2025 1:06 PM
To: Brown, Adam <BrownA@keizeror.gov>
Cc: Lore Christopher <ChristopherL@keizerOR.gov>; Brown, Adam <BrownA@keizeror.gov>
Subject: Alternative CDEC names to be put on Agenda for 2/18

I would like to put the following on the 2/18/25 city council agenda for discussion to be brought to the next CDEC committee meeting:

Dan & Lore will be my second and third and will respond affirmatively



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Joseph Lindsay, City Attorney
Subject: Keizer Public Art Commission Amendments

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 2024, 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. The City Council also met in a work session on February 10, 2025, and reiterated that the will of the Council was to bring this committee liaison position into alignment with the other committees.

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 18, 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 18 2025
3. APP_CC_Appendix A to Keizer Public Arts Commission_2 18 2025

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

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2020- 3059

4
5
6 AMENDING THE KEIZER PUBLIC ARTS COMMISSION (KPAC);
7 AMENDING RESOLUTION NO. R2015-2552; REPEAL OF
8 RESOLUTION NO. R2017-2466

9 2746

10
11 WHEREAS, the Council established a Keizer Public Arts Commission by
12 Resolution No. R2015-2552 on March 16, 2015;

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

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

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

20 NOW, THEREFORE,

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

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

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

3 PASSED this 6th day of April, 2020.

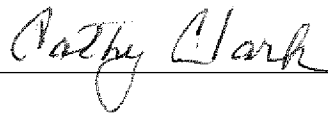
4
5 SIGNED this 6th day of April, 2020.
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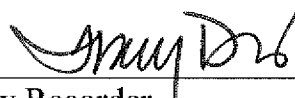
Mayor

11

12

13

14



City Recorder

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 policies 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.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2025-_____

4
5
6 **AMENDING THE KEIZER PUBLIC ARTS COMMISSION (KPAC);**
7 **AMENDING RESOLUTION NO. R2015-2552; REPEAL OF**
8 **RESOLUTION NO. R2020-3059**
9

10
11 WHEREAS, the Council established a Keizer Public Arts Commission by
12 Resolution No. R2015-2552 on March 16, 2015;

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

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

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

20 NOW, THEREFORE,

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

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

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

3 PASSED this _____ day of _____, 2025.

5 SIGNED this _____ day of _____, 2025.

10 Mayor

11

12

13

14

PAGE 2 - Resolution R2025-_____

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 policies 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 and relevant statutory requirements. 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.



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Garrett Klever, Human Resources Director
Subject: Discussion Personnel Policies (Council approved policies)

Proposed Motion

I move that the Keizer City Council direct staff to bring back a resolution for the Council to adopt certain revised sections of the City's Personnel Policy Manual.

I. Summary

The City's Executive Leadership Team (ELT) is in the process of reviewing proposed updates to the City's Personnel Policy Manual (PPM) with employees and unions. Certain personnel policies and sections of policies also require City Council approval as referenced in R2024-3439 adopted 2.05.24. As such, while we are reviewing proposed changes, City Manager approval for implementation of changes to those policies and sections will not be provided without confirming such City Council approval. The personnel policies attached to this report have been prepared by staff and are now in final draft form for City Council discussion.

II. Background

- A. A full review and update of the Personnel Policy Manual has not occurred for several years. The last updates to the PPM were in 2022, and covered very specific topics including the addition of the Juneteenth Holiday, revisions to cell phone policy, and adjustments to Police Sergeant incentives. The Council adopted the Work After Retirement policy in 2024, but this is not included in the actual PPM as it sunsets.
- B. In 2023, staff worked to update the City of Keizer Personnel Policy Manual for development of new policies, changes in state and federal law, readability, and consistency.
- C. In 2024, the Keizer City Council adopted Resolution R2024-3439. This Resolution specified that the Keizer City Council would adopt or amend provisions of the Personnel Policy Manual that relate to: Travel, Equal Employment Opportunity, Classification Review and Reclassification, Volunteers, and other policies or portions of policies applicable to Council Members or those that concerned a change in the level of benefits.

III. Current Situation

- A. Staff have finalized a draft of personnel policy updates requiring City Council approval. This work included review and updates by the Executive Leadership Team over the past 18 months, employee review and feedback, and review by our labor attorney.
- B. Revised personnel policies include updates due to legislation, new programs, or organizational change as follows:

Equal Employment Opportunity – Added and revised language to every section and added new sections (including the five listed next below) to address the Workplace Fairness Act and SB 479, portions effective 1.01.20 and 10.01.20, which expands employees covered to include City Council, interns and volunteers & specifies items that must be covered in employer policies and actions required by the employer citing ORS 659A.030, ORS 659A.082 and ORS 659A.112.

Pay Equity – Added new section and revised language in other sections to address the Pay Equity Act, HB 2005 effective 1.01.19 which makes it unlawful for any employer in Oregon to discriminate between employees on the basis of a protected class in the payment of wages or other compensation for work of a comparable character, to pay wages or other compensation at a rate greater than that paid to others for work of comparable character, to screen applicants based on current or past compensation or to determine compensation for a position based on current or past compensation of a prospective employee. Section 10 of the Act, the right to file a civil action in circuit court, became operative on 1.01.24.

Records Relating to Harassment – Added new section where employees are advised to document any incidents of prohibited contact then contact their supervisor, Department Director, Human Resources or the City Manager (whomever is most comfortable for them). The person who receives report is required to provide employee with a copy of the City policy at the time they disclose information regarding prohibited conduct.

Prohibited and Voluntary Agreements– Added a new section and additional language to address the Workplace Fairness Act, SB 479 effective 1.1.20 which includes a new requirement that employers may not enter in non-disclosure agreements regarding employment discrimination or sexual assault.

Pregnancy and Disability Accommodation – Per new legislation, revised prior policy which was specific only to disability to now include pregnancy – Employer Accommodation for Pregnancy Act (HB 2341) effective 1.1.2020.

Fitness for Duty/Medical Evaluations – Added new Fitness for Duty policy section which ties to new legislation, OAR 259-008-0010, also requiring mental health wellness policy for law enforcement and helps address our actual practice when concerns exist whether any employee is safe to be at or return to work.

Religious Accommodation – Added language directing employees to contact Human Resources for reasonable accommodation specific to religious beliefs per ORS 659A.030 effective June 8, 2021.

Volunteers – Former “Employees as Volunteers” language was shifted to general volunteer section and new language was added to clarify employees are not allowed to serve on any City advisory board but confirms they may serve on neighborhood associations if they abstain when there may be a conflict of interest.

City Volunteers as Temps – Added language to confirm not allowing Councilors or

Budget Committee members to be paid temporary employees for the City.

Anti-Bullying Policy – Moved from the Workplace Violence Policy to General Policies and Working Conditions, expanded definition and provided examples per recommendations from legal and BOLI.

Travel – Revised to allow for meal per diem in certain circumstances for non-overnight travel outside the Salem-Keizer area. New language is based on the state allowance parameters rather than the challenge of prior language which required defining “excessive hours.”

Cell Phones While Driving – Added to address requirements of legislation regarding “Operating motor vehicle while using mobile electronic device,” ORS 811.507 in effect on 10.01.2017.

Compensation – Minor recommended adjustments to other sections per legal or organizational changes. Addition of Language Incentive. Removed min 1%/max 3% requirement to support capacity to equitably address non-represented employee pay.

References – Clarification that the City may need disclose information required to by applicable law.

Workplace Safety – Revisions include deletion of some sections to address existence of the City’s Safety Manual completed in February 2019. Added language to Use of Tobacco Products to include “vaping” as restricted in the same manner as smoking per the expansion of the Oregon Indoor Clean Air Act (ICAA) effective 1.1.2016. Added language to Contagious Diseases to clarify the policy is specific to “highly contagious” diseases and the City’s expectations of employees in all cases for limiting spread of germs in the workplace.

Deferred Compensation with City Match – Upon Council approval and consistent with what was recently agreed to with KPA, edited language to confirm the City is no longer requiring employee contribution to receive the City’s deferred compensation contribution, currently set at 6% of gross pay.

IV. **Analysis**

A. **Strategic Impact** - Does not apply.

B. **Financial** - There are no immediate financial impacts if the City Council were to approve proposed changes; however, certain policy revisions if approved have a future financial impact. Under Compensation, staff propose adding a language incentive for the use of Russian or American Sign Language during a shift. This mirrors the Keizer Police Association incentive. There are no unrepresented employees currently eligible for this incentive. Under Deferred Compensation, staff propose that the City contribute 6% of an employee's gross salary to their individual deferred compensation plan regardless of individual contribution levels. Currently, all unrepresented employees contribute at least 6% of their gross salary to their individual plans. As such, this provision would have not financial impact, but could in the future if employees do not individually contribute. Under Managed Cost of Living Based Annual Increase, staff recommends removing min 1%/max 3% requirement to support capacity to equitably address non-represented employee pay. Such a change may impact future level of benefits, but does not have an immediate impact.

C. **Timing** - Major revisions to the PPM have not occurred in several years. Waiting to update the PPM this year may create confusion for employees, increase risk to the

City, or otherwise not be in compliant with current legislation.

- D. **Policy/Legal** - Changes in the level of benefits for non-represented employees are required to be addressed in the City's Personnel Policy Manual.

Several sections are updated to include changes in state or federal legislation. While the City has remained compliant in its internal procedures and follows applicable laws, these revisions bring the PPM's policy language up-to-date.

V. Alternatives

- A. Direct staff to bring back a resolution to approve all revisions.
- B. Consider some but not all the proposed revisions and direct staff to bring back resolutions specific to certain revisions. Revisions are broken up by section, and sections could be considered by Council in parts over several meetings, rather than approving all at once.
- C. Take no action. The aforementioned sections requiring Council approval would remain as-is. Given legislative changes, staff does not recommend this alternative.

VI. Recommendation

Staff recommends that the Council discuss how they would prefer to review and approve revisions, and direct staff to bring back a resolution to approve revisions as requested.

Attachments

1. Personnel Policy Manual_Current
2. 2025 Personnel Policy Manual Updates Clean
3. 2025 Personnel Policy Manual Updates Tracked Changes

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



CITY OF KEIZER

PERSONNEL POLICY

MANUAL

Effective: May 1, 2010
(Wireless Phones Policy updated 6/15/15)
(Holidays Policy updated 5/02/22)
(Special Assignment Premiums Policy updated 7/01/22)

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INTRODUCTION

Welcome to the City of Keizer! We are pleased you have made the decision to join our team. Please familiarize yourself with the information provided in this manual as it is a critical component of your success as a City of Keizer employee. Should you have any questions about any of the information, please contact your Supervisor, your Department Director or the Human Resources Department. We are glad you are here!

APPLICATION

- These Personnel Policies apply to all City employees as well as City Councilors conducting City-approved business regarding Travel Policy or asked to provide a reference in their capacity as City Councilor (Employee Resignations and Terminations Policy). References to “us,” “we,” and “our” refer to the City as represented through the members of the management team acting in the course and scope of their positions.
- In the event of a conflict between these policies and any valid collective bargaining agreement, City ordinance, state, or federal law, the terms and conditions of the labor contract, ordinance, or law will take precedence.
- There may be more strict department-specific guidelines (such as call in procedures and scheduling timeline requirements) that apply to employees in those departments due to the nature of the work in those departments. In such cases, the Department Director will ensure each employee is aware of such guidelines through the provision of operating procedures, updates, staff meetings or other such communication tools.
- In addition to the policies in this manual, due to the unique demands and considerations faced by those who are employed in law enforcement positions, the Keizer Police Department maintains a comprehensive Keizer Police Department Policy and Procedure Manual. That manual describes the City's expectations for Keizer Police Department staff in greater detail. All employees who work in our police department are required to conform their behavior to the standards and policies contained in that manual as well.
- In the event of the amendment of any ordinance or law or the passage of a new ordinance or law, the City will apply these policies in a manner that conforms with applicable changes, pending necessary revisions to this Manual.
- Except as may be approved in writing by the City Manager, no employee or representative of the City has the authority to enter into an employment agreement for any specific term or to bind the City to any term or condition of employment not provided for in these policies or the Keizer Police Department's Policy and Procedure Manual.
- These policies supersede all personnel policies, manuals and resolutions published prior to the effective date of this manual. Nothing contained in this material should be construed to create contractual rights.

EMPLOYEE AND MANAGEMENT RESPONSIBILITIES

These policies have been established to assure consistent application of employment standards according to federal, state and local laws and general best practices.

- It is the responsibility of each employee to become familiar with and to abide by these policies at all times.
- It is the responsibility of each Department Director and Supervisor to be familiar with and administer these policies in a consistent and impartial manner.
- It is the responsibility of each Department Director and Supervisor to ensure employees are provided with information on any department-specific guidelines that may be stricter than those listed in this manual.
- It is the responsibility of the Human Resources Department to provide guidance, assistance, support and interpretive aid to each Department and to individual employees, as needed.
- Further, it is the responsibility of the Human Resources Department and the City of Keizer Leadership Team to monitor these policies to promote citywide consistency and fairness.

In addition, employees are reminded that all members of the City's Management Team maintain an "open-door" policy. We encourage employees to contact any Management Team member at any time if they have any policy or work-related questions or concerns.

AMENDMENTS

The City reserves the rights to modify, revoke, suspend, terminate, or change any or all policies, in whole or in part, at any time, with or without notice. The City Manager may vary or modify the strict application of the provisions of these policies and procedures in any case in which the City Manager determines that strict application would result in practical difficulties or unnecessary hardships. Any such variance shall not establish a precedent.

GENERAL POLICIES AND WORKING CONDITIONS

It is your responsibility to use common sense, sound judgment, and to conscientiously discharge your work duties, while abiding by the City's policies and management directives in the performance of your job. This means all employees are expected to become familiar with and keep informed of changes in our safety rules, operational policies, etc. In the event you have questions about your position, your employment status, your job requirements, the policies that apply to your position or any other matter, please discuss your questions with your Supervisor, Department Director or the Human Resource Director.

COOPERATION AND TEAMWORK

We believe that teamwork is the foundation of a successful employment relationship. We expect employees to be cooperative, polite and positive in relations with co-workers, management, clients, other City staff, and the public. We consider cooperation and teamwork to be independent job requirements for all employees and we expect all our employees to comply with this policy. In order to do so, all employees must comprehend how their role interrelates with the role of others in carrying out their functions and be cooperative in accomplishing City goals. If you have questions regarding your role in relation to teamwork and cooperation, please discuss this with your Supervisor during your initial orientation period.

ATTENDANCE AND TARDINESS

Part of being a good employee is to be dependable. Your punctuality and regular attendance are essential for efficient operations and customer service. If you know in advance that you are going to be unavoidably late or absent on a particular day, you must obtain approval from your supervisor in advance so that substitute arrangements can be made to cover your work. If you must be unexpectedly late or absent on any day that you are scheduled to work, regardless of what the reason may be, you are expected to call your supervisor as soon as possible, but no later than one hour before your regular starting time. If you cannot reach your supervisor directly at work, you must leave a message on your supervisor's office voicemail. This will be enforced unless the City determines that extenuating circumstances existed. Individual Department Directors may institute more strict reporting guidelines and, if so, will provide those guidelines to employees in their department.

If you can't report for work, please let us know in advance. Notice of the absence or tardiness is the personal responsibility of each employee. Do not rely on others to communicate for you.

If you fail to report to work or call in (no-call/no-show) for three (3) consecutively scheduled work shifts, we will assume that you have voluntarily resigned your position and your employment will be terminated, unless we determine special circumstances existed to excuse the lack of notice.

DRESS CODE AND PERSONAL APPEARANCE

Public relations are an integral part of each City employee's job. As a result, all employees are required to arrive to work neatly groomed and wearing clothing that is clean and appropriate for their position as a public service employee and in relation to their particular work assignment. Your supervisor will advise you of any specific dress code requirements for your position. In the event a concern arises, the City will make the final determination regarding what is appropriate dress for our workplace. Employees arriving for work with an appearance that significantly disregards our standards may be asked to return home for immediate correction. If you have any questions regarding the specific standards for your job, please contact your supervisor.

PERFORMANCE EVALUATION

The Performance Evaluation Program is intended to promote a common understanding of individual work objectives and standards of acceptable performance. The performance evaluation will be based on established factors and developmental objectives will be set to improve performance and reward meritorious performance.

Employees shall receive continual feedback during the probationary period and a written performance evaluation upon successfully completing the probationary period. Thereafter, each employee shall receive a written performance evaluation annually corresponding with a performance year of July 1 through June 30. Employees may be evaluated more frequently at the discretion of the supervisor.

Department Directors shall approve all employee performance evaluations and submit to the Human Resources Director upon successful completion of an employee's probationary period and annually thereafter as described above. Merit increases will not be processed until supporting performance evaluations are received. Performance evaluations may be submitted as often as deemed necessary by the Department Director to provide information to an employee regarding performance as long as one is completed during the annual period.

PERSONNEL FILES AND RECORDS

All official personnel records will be maintained in the Human Resources Department. Personnel records will contain information on each City employee to meet state and federal legal requirements and to assure efficient personnel administration. Medical records are retained in a confidential file that is physically separate from the official employee personnel file as prescribed by the Americans with Disabilities Act of 1990 and the Health Insurance Portability and Accountability Act (HIPAA). No information that, in the City's judgment, reflects critically upon an employee shall be placed in the employee's personnel record without the employee's knowledge.

Changes: An employee is responsible for ensuring that personal information (legal name, address, telephone number, person to call in case of emergency, etc.) are up-to-date. Changes must be reported to the Human Resources Department within 30 days. Department Directors may institute earlier notification timelines for some items to address operational needs and, if so, will provide those timelines to employees in their department.

Review of Files: Employees may review their files in the Human Resources Department during regular City office hours. Supervisors will have access to the employee personnel files of their subordinates. Personnel records will leave the Human Resources Department only under the procedures established by the Human Resources Department.

Removal: An employee may request removal by the City Manager of documentation of oral warnings and reprimands after 24 months, unless otherwise noted. Consideration shall be given based on compliance with minimum retention periods required by law, the employee's performance and the continued relevance of the documentation, as recommended to the City Manager by the employee's Department Director and approved by the City Manager. Warnings and reprimands that are removed from an employee's personnel file will not be used against an employee for the purpose of progressive discipline, but may be used by the City in civil, administrative and arbitration proceedings for the purpose of establishing consistency of disciplinary action; lack of discrimination and compliance with legal obligations.

ETHICAL STANDARDS

Because caring for and tendering the public trust is of critical importance, managers and employees are bound by a code of ethics that guides their actions on a daily basis known as the City of Keizer Professional Code of Ethics. These ethical standards are listed below.

Note: Items 11 and 12 apply to managers only.

City of Keizer Professional Code of Ethics

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that Professional General Management is essential to the achievement of this objective.
2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.
3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that you may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
4. Recognize that the chief function of local government at all times is to serve the best interests of all of the people.
5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.
6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the staff.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in election of the members of the governing body.
8. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

9. Resist any encroachment on professional responsibilities, believing you should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
10. Seek no favor; believe that personal aggrandizement or profit secured by confidential information or by misuse of public time is dishonest.
11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern your decisions, pertaining to appointments, pay adjustments, promotions, and discipline.
12. Make it a duty to continually improve your professional ability and to develop the competence of employees in the use of management techniques.

Gifts & Gratuities

City employees are to treat their office as a public trust. As one safeguard for that trust, employees must conform to the ethical standards described in the Oregon Government Ethics law (ORS Chapter 244) and conduct themselves in a manner that is consistent with the City's Professional Code of Ethics (as listed above).

Keeping the following principles in mind will help employees avoid an ethics problem:

- Employees are not permitted to receive a personal financial gain or avoid financial detriment that would not otherwise be available but for their position as a public employee.
- Employees are expected to recognize the possibility of a potential or actual conflict of interest and disclose the conflict, in writing, to their supervisor and the Department Director.
- Employees are expected to conduct themselves in a manner to avoid the appearance of impropriety. Conduct that could appear dishonest to a reasonable observer will undermine the public trust even if the conduct is not illegal.
- Employees are expected to report conduct that may be unethical to their supervisor, Department Director or Human Resources.

POLITICAL ACTIVITY

Political activity is as defined in **ORS 260.432** which states that "No public employee shall solicit any money, influence, service or other thing of value or otherwise promote or oppose any political committee or promote or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder while on the job during working hours." In addition, the City of Keizer does not allow such activity using City equipment, on City property or in City uniform at any time (working hours or personal time). This section does not restrict the right of a public employee to express personal political views as referenced below.

Personal Political Views

City employees may express personal political views, such as during a personal conversation with a colleague, even while on the job during working hours as long as it does not interfere with the job. City employees may campaign for or against political parties, ballot measures, signatures, or candidates while on their own time outside of working hours except as noted in the City of Keizer Professional Code of Ethics (Item #7). City employees may not use city resources for any type of political activity, including but not limited to, interoffice mail, telephone, FAX machine, Internet, email or photocopy machines.

Requiring others to Engage in Political Activity

ORS 260.432(1) prohibits any person from requiring, coercing, or commanding a public employee to engage in political activity, even if that activity would occur on the employee's own time off the job. City employees may not be required by an elected official, non-elected public employee or any other person to engage in any political activity, regardless of whether the activity itself would be lawful or unlawful.

Providing Information about Ballot Measures

City employees may prepare and provide neutral and objective information about the expected effect of ballot measures. However, the courts strictly interpret this restriction. Courts look at not only the words used, but also the context, timing, emphasis, and what is left out. Even if a City produced pamphlet does not urge a yes or no vote, it may be unlawful. Any information prepared concerning the anticipated effect of a measure on the ballot should be submitted to the City Attorney's Office for review before distribution.

Placing Posters, Notices, or Bumper Stickers

City employees may not hand out, or display on City property or on City vehicles, posters, bumper stickers, announcements of campaign events, or similar campaign materials promoting or opposing a candidate or ballot measure. Display of support or opposition for particular candidates or ballot measures on bumper stickers on personal vehicles parked on City property is not a violation of this policy.

Campaigning, Soliciting Funds/Assistance and Distributing Literature

Campaigning or soliciting campaign funds or assistance is prohibited during working hours or on City property. Distributing campaign literature is prohibited during working hours or on City property. City employees may not use City resources such as interoffice mail, telephone, fax machines, Internet or copy machines in support or opposition to a candidate or ballot measure.

OUTSIDE EMPLOYMENT

Generally, we have no objection to employees holding other jobs or being self-employed as long as:

- You are able to meet performance, attendance, overtime and other requirements of your job at the City; and
- Your off-duty work activities do not, in our view, interfere with or negatively reflect on the interests and reputation of the City.

In order to avoid misunderstandings, you must submit a memo addressing the items above and obtain written approval from your Department Director for any outside employment. This step is not, however, required if you are engaged in incidental income generating activity during off-duty hours, such as engaging in home-based sales or on-line auctions (i.e. selling Avon, Tupper Ware or other products or services; selling items on eBay, etc.). A copy of the memo is then to be forwarded to the Human Resources Department to be maintained in your personnel file. You must also provide notice to your Department Director of any material changes in hours or duties you are required to maintain in outside employment and request and receive written approval for such a change. Please contact the Human Resources Department if you have any questions about whether you are required to submit a memo and obtain written approval.

TRAVEL

Many positions at the City require employee to drive as part of their work. Employees who are covered by Department of Transportation regulations (those with Commercial Driver's Licenses as part of their jobs) are required to comply with all aspects of those regulations. All employees who operate City vehicles or use their own vehicles for City business are required to abide by the following rules:

Driver's License and Insurability

Employee's whose job requires the use of a City vehicle or their own vehicle must maintain a current and valid Oregon driver's license, including a valid Commercial Driver's License if required in your job duties. All such employees are required to immediately report any suspension, revocation or limitation on driving privileges that affect their ability to perform their job duties to the Human Resources Department.

Employees driving their personally owned vehicle for City business must maintain the state required liability insurance minimums. The City does not assume liability for losses or liabilities to an employee as a result of their use of their personal vehicle for City business. Your private insurance will be the primary coverage for liability, property damage or other loss if you drive your own vehicle on City business. Therefore, it is important for you to maintain adequate insurance and drive safely at all times.

Use of City and Personal Vehicles

Only employees who are properly licensed, insured and have been authorized in writing by their supervisor are permitted to drive City vehicles. Likewise, only authorized passengers are allowed to ride in City vehicles and other vehicles while in use for City business.

Authorized passengers are:

1. City employees conducting City business;
2. Officers and agents representing the City;
3. Volunteers acting on behalf of the City;
4. Vendors and contractors working on behalf of the City;
5. Participants in official City business, training, tours and programs;
6. Representatives of other governmental agencies working with the City;
7. Anyone with prior authorization by the Department Director or with specific authorization by the City Manager. As an example, specific authorization would be provided by the City Manager in situations when the City can be of significant service to members of the public by providing transportation (i.e. transporting a mother and child to a nearby garage when their vehicle broke down or providing a ride to a senior citizen during an extremely hot afternoon).

Compliance with the Law, Traffic Violations, and Good Judgment

All employees who drive on behalf of the City are expected to use good judgment and caution in the operation of the vehicle, and they are also expected to be aware of and comply with all applicable traffic laws and regulations at all times. This includes using safety belts for drivers and passengers at all times. The City does not pay for employee traffic or parking violations. If you receive a traffic or parking citation while using any automobile on City business, you are responsible for all fines, court costs, leave from work, etc.

Reporting Accidents and Traffic Citations

If while on City business you are involved in any accident, traffic citation, parking citation or damage, however small, you must immediately report it to your supervisor and City Risk Management. In addition, you may be required to fill out one or more forms in relation to the incident. This applies to all types of accidents and damage, including damage to the property of clients, and others, as well as City property and equipment. Employees are expected to cooperate fully with City accident and damage investigations.

Also, if you are required to drive as part of your job and are involved in an accident or receive a traffic citation which results in a limitation of your driving privileges, you must immediately report your limitations to your supervisor. The City will determine what action is appropriate depending on the circumstances and degree to which your limitations interfere with your ability to perform your job duties.

Out of Town/Overnight Travel

Authorized travel shall be conducted in the most efficient and cost-effective manner resulting in the best value for the City. Management will determine the necessity, available resources, and justification for the need for and the method of travel and related expenses. Prior to incurring any costs and/or traveling on City-approved business, you must obtain approval from your supervisor, utilizing the appropriate travel forms available in the City of Keizer Travel Packet. Upon return, you must also submit all appropriate post travel forms as detailed in the City of Keizer Travel Packet.

Meals and Incidental Expenses

In addition to City employees, this section applied to City Council and other volunteers approved to receive paid meals and incidental expenses.

Meal reimbursements are subject to federal and state laws, including Internal Revenue Code regulations. If you are traveling out-of-town on City-approved business, you may request to receive either a meal and incidental expense per diem based on federally established rates (acronym for per diem is M&IE), or you may request reimbursement based on your actual costs. However, actual costs are limited to the full M&IE allowance and detailed receipts are required.

The maximum per diem rates include a fixed allowance for meals and incidental expenses, the M&IE rate, or fraction thereof, is payable to the traveler without itemization of expenses or receipts. Per Diem is distributed only when overnight travel is required or excessive hours of work are required. Generally, the applicable maximum per diem rate for each calendar date of travel is determined by the location of lodging for the traveler.

An updated list of M&IE rates for travel is available by specific region on the General Services Administration website (www.gsa.gov). In addition, if the destination is not available on the GSA list, GSA maintains a standard rate for the continental United States (CONUS). More information regarding rates and how to determine what applies in each travel situation is available in the City of Keizer Travel Packet.

For each reimbursable meal, the City will use the following percentages in adjusting per diem: 25% of the daily per diem for breakfast, 25% of the daily per diem for lunch, and 50% of the daily per diem for dinner. These percentages are applicable to meals that occur during travel time to and from destination. In addition, adjustments to a per diem will be made if a meal is provided by a conference/meeting or hotel. Continental breakfast is not considered a meal.

The City will use the same percentages in adjusting a per diem based upon the meals provided by conference/meeting or hotel. Total reimbursement is limited to the full day M&IE allowance.

As mentioned, you may request to receive reimbursement for actual cost of meals in accordance with this policy, but reimbursement shall not exceed the per diem as specified on the GSA website. An itemized receipt listing the food items purchased must accompany all reimbursement requests. Meal reimbursements are not available when meals are served as part of a conference or training or otherwise provided. In addition, the City will not reimburse for alcoholic beverages.

Business Meeting Related Meals

For the purpose of this policy, a “Business Meeting” has an agenda, a formal speaker, or is where official business is conducted. Business meals purchased at business meetings must be approved by the City Manager or designee prior to reimbursement. A “Business Meal” generally occurs at professional or organizational meetings or when there is a scheduled speaker at a conference or training and the meal is not already covered in registration.

Examples that do not qualify as a “Business Meal” are when a group of attendees gather to eat lunch and may or may not discuss the training, or when you are “on your own” for your meal during a day-long training or conference.

Gratuities

Gratuities, not exceeding 15 percent (15%) of the cost of the meal, shall be considered part of the actual cost of a meal. Gratuities shall not be separately reimbursed. Detailed receipts identifying the food purchased as well as the gratuity must accompany any request for reimbursement if employee has not requested to receive per diem.

Lodging

Lodging is allowed only for travel on official City-approved business that involves an overnight stay. Lodging will be allowed at the actual cost for single room rate. Lodging must be booked at government or commercial rates for single occupancy rooms (or double occupancy if shared) unless unavailable. If you are accompanied by anyone other than a City employee or volunteer, you will be responsible for the additional costs.

Incidental Expenses

If you do not request per diem, incidental expenses that are necessary and related to travel may be allowable. All such costs will require a receipt detailing the goods and services to be reimbursed. Incidentals are intended to include miscellaneous costs associated with travel such as tips for baggage handling, phone calls to home, etc.

Parking

The City will pay for the cost of parking while you are on City business. Extended time parking at airports, etc. should be avoided where possible. Receipts are required.

Mileage Reimbursement

Employees who incur mileage costs for approved travel on behalf of the City must submit the appropriate travel form from the City of Keizer Travel Packet to their supervisor for review and approval. Reimbursement will be made at the established IRS rate at the time of travel. Reimbursement will be made only for pre-approved travel, and will not include travel to and from work.

Taxi, Shuttles, and Rental Car Expenses

Taxi expenses are considered reimbursable expenses when Shuttle services do not effectively meet the needs of travel. Use of shuttle services available through the airport and/or conference is encouraged when available. Rental cars are not considered a reimbursable expense, unless such cost can be justified by an equitable reduction in the cost of lodging or transportation.

Travel Advances

An employee may request to receive per diem in advance of travel. Travel advances, including per diem advances, are available to you by submitting the appropriate travel forms identified in the City of Keizer Travel Packet at least two weeks prior to your departure. All travel advances must be approved by your supervisor prior to funds being advanced. Per diem advances excluded, all other travel advances will require submittal of itemized receipts of actual expenses. Any unused portion of the travel advance must be returned to the City. Employees receiving per diem advances must submit documentation supporting the dates and times of travel. Any discrepancies will be reconciled upon return and submittal of appropriate forms identified in the City of Keizer Travel Packet.

CITY-ISSUED CREDIT CARDS

Employees are generally encouraged to pay for City related business transactions through regular accounts payable procedures rather than with credit cards. However the City may issue credit cards to selected employees to facilitate City related business transactions. Credit cards are issued at the discretion of the Finance Director. Each credit card is issued in the name of the specific employee and purchases made on the card are that employee's responsibility. Therefore, no individually issued card should be shared or loaned to another employee. The City is contingently liable for all charges made to each city-issued credit card.

In general the following will be considered when determining if an employee will be provided a city-issued credit card:

- Level of responsibility within the City
- Expected frequency and duration of travel
- Likelihood of being in a time-sensitive emergency situation
- Volume and magnitude of expected purchasing transactions

When a credit card is used all documentation required in the regular payable and purchasing process will continue to be required.

Each month when the credit card statements are received by the City, they will be distributed to the respective employee who will be responsible for reviewing the statement, attaching all receipts and obtaining any necessary approvals before the statement is presented back to the Finance Department for payment.

All receipts and approvals must be received by the Finance Department within two weeks from the closing date listed on the monthly statement in order to ensure payment can be processed in a timely manner to avoid late fees. State statutes prohibit a municipality from extending credit to employees. No cardholder may procure goods or services for personal purposes. It is the responsibility of Finance Staff to verify the legitimacy of a debt prior to paying the debt. If documented and approved statements are not received by the Finance Department in a timely manner to avoid late fees, the respective credit card may be cancelled at the discretion of the Finance Director or their designee.

Employees are responsible for monitoring the credit limit on their cards and ensuring sufficient credit is available prior to using the card.

The Cardholder shall attempt to resolve disputes or billing errors directly with vendors and notify the Finance Department if a dispute or billing error has not been satisfactorily resolved. In the event discrepancies or fraudulent transactions are identified on the monthly statement, the finance department should be immediately contacted. It is the responsibility of the Cardholder to work directly with the credit card bank to resolve the discrepancy or fraudulent transaction.

Lost or stolen credit cards must be reported immediately to the Finance Department so that the card can be cancelled and a new card reissued in a timely manner.

Upon termination of employment, the credit card must be returned to the Finance Department who will then destroy the card and cancel the account with the issuing bank.

Recommended Credit Card Uses

- Emergency situations or when time is of the essence
- One time purchases for small dollar items with vendors the City will not likely do business with in the future, such as
 - ✓ Training or conference registrations
 - ✓ Airline tickets
 - ✓ Continuing education or professional certification expenses
 - ✓ Taxi or rental car while on City related travel
 - ✓ Lodging while on City related travel
 - ✓ Internet purchases where other sources are not available

Not Recommended Credit Card Uses

- Purchases from vendors in which the City has negotiated terms or an open credit account
- Meals or travel incidental expenses (now on per diem). If such charges are made on a city credit card, the employee is not entitled to per diem in exchange for refunding the city for the cost of the meal. Employees are prohibited from charging for meals and travel incidentals that exceed the per diem and will be requested to refund the difference to the city. Failure to do so may result in immediate cancellation of the card.
- Items over \$1,000
- Long term equipment rentals
- Recurring payments
- Purchases in which the City needs to have an accurate record of the vendor for tracking purposes
- Professional or contractual services

Prohibited Credit Card Uses

- Alcohol or tobacco products (even if purchased for undercover work)
- Personal items
- Entertainment related items such as tickets to sporting events and in-room movies
- Employee relocation expenses
- Meals or travel incidental expenses that exceed per diem
- Cash advances

Questions or concerns regarding the appropriate usage of city-issued credit cards should be directed to the Finance Department.

RECRUITMENT AND SELECTION

RECRUITMENT AND SELECTION PHILOSOPHY

The City of Keizer complies with all provisions of Equal Employment Opportunity laws as interpreted by the courts. Recruitment, selection and advancement of candidates are based on knowledge, skills and experience as displayed in the recruitment process. This policy establishes the framework, authority and responsibility in recruiting and selecting the most qualified candidates available. This policy applies to all vacant positions at the City of Keizer, except where language conflicts with a collective bargaining agreement.

All recruitment is to be external, open and competitive unless the City Manager determines that an open external recruitment is not practicable. The Human Resources Director, with the support of Department Directors, is responsible to ensure that all appropriate recruiting and selection policies and processes have been followed.

RECRUITMENT PROCESS

When a personnel vacancy occurs, the City Manager or Department Director advises Human Resources of anticipated staffing needs. If the staffing needs support development of a recruitment process, the following steps are taken:

- Recruitments are advertised internally and externally as appropriate to the position and method of recruitment in publications and through online job banks, and will include proper notification of Equal Employment Opportunity and Veterans' Preference.
- City employees are encouraged to apply for positions for which they feel qualified. Promotions and transfers from within the City are made when appropriate and possible. Employees interested in applying for vacant positions, and/or transferring, must notify their supervisor, and apply through the applicable recruitment process.
- All applications are collected by the Human Resources Department for screening to ensure candidates meet the minimum qualifications.
- Employment interviews are conducted for all recruitments in a panel format.
- Prior to a final offer of employment, reference checks are completed.
- Employment offers are contingent upon successfully passing a drug screening and may require an acceptable driving record, physical and/or psychological evaluation, credit history check, criminal history check and background investigation, depending on the position being filled.
- Except as governed by collective bargaining agreement, employment offers are then negotiated by the Human Resources Director in partnership with the appropriate Department Director and approved by the City Manager.

PROMOTIONAL AND TRANSFER OPPORTUNITIES

As mentioned, in order to obtain the best qualified candidate for every position, our policy is that all recruitment is to be external, open and competitive (with limited exceptions) to all interested and qualified candidates. Internal recruitment will not be considered unless there are at least three (3) qualified candidates and the City Manager has determined it is not practicable to open the recruitment to external candidates. If an internal recruitment is approved by the City Manager, our policy is to promote the individual we determine is the best qualified for the position.

The City believes it is important to provide opportunities for our employees to grow within our City. For this reason we encourage our employees to apply for promotional or transfer consideration for any open position for which they are interested and qualified by following the instructions and complying with the deadlines on the recruitment posting. In addition to recruiting to fill job openings competitively, all employees should understand that the City may assign employees job duties or transfer employees to different positions or work assignments as the City determines appropriate to the efficient operation of the City, subject to applicable collective bargaining agreement obligations.

Except as otherwise required under a collective bargaining agreement, employees who are promoted will serve a six (6) month probationary period in their new position. This probationary period is intended to give the employee an opportunity to determine whether the new position meets his/her expectations. Likewise, it is intended to give the City an opportunity to evaluate the employee's performance and overall suitability for the job. During this promotional probationary period, the promoted employee may be returned to his/her previous position at the discretion of either the employee or the City if the employee is not successful in the new position for reasons other than misconduct or delinquency.

SEASONAL AND TEMPORARY POSITIONS

Seasonal positions are generally utilized for recurring partial year workloads and are staffed full-time. These positions are most often utilized in the Public Works Department and the Police Department. As such, they are often used during summer months and duration varies but they last no longer than 6 months. In some cases, temporary positions may be established and filled to address non-recurring workload or until funding or operational capacity allows for establishment of a regular full-time position. Advance written approval is required from the City Manager. Temporary positions last no longer than 6 months. These positions may be utilized in any department as needed.

Open and competitive recruitment procedures are recommended but not required to fill seasonal or temporary positions. Those performing in a seasonal or temporary capacity do not receive benefits other than those required by law and their positions can be terminated at any time. It is important to note that the City of Keizer qualifies regular full-time and part-time employees for exemption from social security tax through provision of specific retirement benefits. However, seasonal and temporary employees are not exempt from social security tax. As such, the City makes 12.4% social security tax contributions each pay period on all seasonal and temporary employee's wages through payroll deductions of 6.2% paid by the employee and 6.2% paid by the City.

EMPLOYMENT OF RELATIVES / NEPOTISM

The City welcomes the employment of immediate relatives while providing fair and equitable hiring practices in all cases, and with the overall goal of hiring the best qualified candidate for the job. However, the City also recognizes that the employment of relatives in the same area of the City has the potential to cause serious conflicts and problems with favoritism and employee morale. Therefore, immediate relatives will not be allowed to hold a position of direct supervision, appointment or grievance adjustment authority over the other. This applies to promotions, demotions, transfers, reinstatements and new appointments.

If an individual applies for a position that would conflict with this policy, the individual's application will be declined. If an employee is mistakenly hired into a situation in violation of this policy, the City will take action to rectify the circumstances. In the event that two employees become immediate family members and that relationship results in one of the family members having direct supervisory, grievance adjustment or appointing authority over the other, the Department Director, Human Resources Director and the City Manager will jointly attempt to find an alternative work assignment for one of the two employees or other means to eliminate the conflict. If no alternative assignment or remedy is available within ninety (90) days, it will be necessary for one of the two employees to resign.

For the purpose of this policy, immediate relatives include spouse, children, siblings, siblings-in-law, parents, parents-in-law, nieces/nephews, aunts/uncles, step parents/children. It also includes domestic partners (those who have submitted an Affidavit of Domestic Partnership), their children, siblings, parents, nieces/nephews, aunts/uncles, step parents/children. In the case of employment of more distant relatives and other personal relationships that raise conflict of interest issues, the City will use discretion in its decision-making.

EMPLOYEES AS VOLUNTEERS

Pursuant to the Fair Labor Standards Act (FLSA), employees of the City may perform volunteer work for the City only if the work is at the employee's initiative, performed outside their regular work hours, without contemplation of payment, and performing tasks outside of their regular job functions.

REEMPLOYMENT

Upon approval of the City Manager, an employee who resigned in good standing with the City may be rehired. The rehired employee will serve a probationary period consistent with what is required for a new employee filling the same position, unless otherwise provided as per a collective bargaining agreement.

Employees who resigned without adequate notice or who were dismissed for performance related reasons or failure to meet the City's standards or expectations will not be considered for reemployment.

CAREER DEVELOPMENT

City of Keizer encourages training to support more effective and efficient performance in employees' current positions and to prepare them for promotional opportunities. Employees may be approved for attendance and participation in a position-specific training, conference, workshop, or educational assistance. The purpose of this policy is to set forth in a standardized way City funds may be disbursed for employees seeking training.

In the event required training occurs outside the normal work schedule, the Department Director or City Manager will make the determination of the type of compensation being paid by the City or a schedule adjustment being made within the same workweek. Employees required to attend training outside of their normal work schedule will be paid for the training hours in accordance with state and federal laws.

IN-HOUSE TRAINING

The Human Resources Department will assist Department Directors and the City Manager with in-house training programs which may be conducted during regular working hours at the discretion of the Department Director or City Manager.

OFF-SITE TRAINING AND CONFERENCES

The Department Director, City Manager or designee may approve an employee to attend non-required conferences, seminars, or other functions of a similar nature that are intended to improve or enhance the employee's skill or professional ability. The cost and time spent for approved off-site training may be paid by the City, at the discretion of the Department Director or designee, based on available budget and relevance to the position. Refer to the Travel Policy for related travel expenses.

EDUCATIONAL ASSISTANCE

Contingent upon the availability of funds that have been budgeted for this purpose, employees may, at the approval of the Department Director, be reimbursed for half the per-unit cost of tuition up to the hourly tuition cost for an undergraduate degree course at any state college or university. If the educational resource is not a state facility, the employee may be reimbursed for half the per-unit cost of tuition up to the hourly tuition cost for an undergraduate degree course at Western Oregon University. The City will also reimburse half the cost of books that are required for the course. Tuition reimbursements shall be taxed in compliance with current Internal Revenue Code requirements.

Applications for educational assistance will be considered only from regular employees who have completed a minimum of six (6) months of continuous employment. The Department Director approves the request of employees in his/her department, and the City Manager approves the request of Department Directors.

In order to receive educational assistance:

1. The employee must apply for and receive approval of the course, tuition, and/or book reimbursement to the Department Director/City Manager prior to the registration for such course. Application must be in the form of a business plan clarifying the business need, cost and anticipated benefit to the City. Approval will be based on relevance to the employee's position, benefit to the City, and training budget availability. Approval must be obtained for each individual class;
2. The employee and approving Department Director and City Manager must sign an agreement specifying the expectations regarding performance, length of continued employment with the City beyond the education and reimbursement requirements if continued employment obligations are not met;
3. The employee must submit evidence of satisfactory completion of the course with a passing grade of C or better, or the required passing grade, whichever is applicable;
4. An employee that receives monies for tuition and/or books from any other source, must apply those funds first, including scholarship and/or grant monies. The City's reimbursement shall be limited to half the balance of the total cost of tuition and/or books for the approved course.

Courses which are only offered during regular working hours require Department Director approval and may be approved provided the employee has available and uses accrued paid leave, or reasonable arrangements are made to make up the time off by working an alternative schedule within the same workweek.

If the Department Director or City Manager determines the coursework or degree is a requirement of the position, the City will reimburse the full cost of tuition and required books for an undergraduate degree course at any state college or university. If the educational resource is not a state facility, the employee may be reimbursed for the per-unit cost of tuition up to the hourly tuition cost for an undergraduate degree course at Western Oregon University.

EQUAL EMPLOYMENT OPPORTUNITY

POLICY STATEMENT

We believe that equal opportunity for employees is central to the growth and success of the City. It is our policy to provide equal opportunities to all qualified persons without regard to race, religion, color, sex, sexual orientation, national origin, mental or physical disability, age, veteran's status or any other protected status or activity in accordance with applicable law. We strive to make employment decisions based on our evaluation of an individual's qualifications, ability and contribution to the success of the City.

We also believe that all employees have a right to work in an environment where the dignity of each individual is respected. We prohibit harassment of employees, regardless of working relationships and supervisory status. Specifically forbidden is harassment related to an individual's race, religion, color, sex, national origin, marital status, citizenship status, age, physical or mental disability or other legally protected basis. For these purposes the term "harassment" includes unwelcome verbal, graphic, or physical conduct of such a nature ***which has the purpose or effect of creating an offensive work environment or reasonably interfering with an employee's work performance.***

SEXUAL AND GENDER-BASED HARASSMENT

The nature of which may include the following on or off-duty conduct:

- Unwanted sexual advances, propositions or requests for dates
- Offensive sexual innuendoes or sexually suggestive comments
- Unwelcome visual conduct, such as leering or making sexual gestures
- Displaying sexually suggestive objects, pictures, cartoons or posters
- Making offensive verbal comments about an individual's body or life style
- Using sexually degrading words to describe an individual
- Unwelcome touching, impeding or blocking movements
- Telling jokes of sexual nature
- Making offensive comments about a person's gender or sexual orientation
- Talking about your sex life
- Using City computers, fax machines or other communication systems to access, send, store or receive material of a sexual nature
- Swearing or profane language
- Making derogatory comments about gays or lesbians
- Spreading rumors or discussing a co-worker's sex life
- Engaging in any other verbal, graphic or physical conduct of a sexual or gender-based nature that creates an offensive work environment or interferes with another employee's work performance.

RACIAL, ETHNIC, COLOR, AGE, RELIGIOUS, DISABILITY-RELATED OR OTHER HARASSMENT

The nature of which may include the following on or off-duty conduct:

- Making racial slurs or ethnic comments
- Telling racial or ethnic jokes
- Making derogatory comments about a person's physical or mental limitations
- Mimicking someone with physical or mental limitations
- Pushing your religious beliefs on others
- Making derogatory age-based comments
- Making derogatory comments about veterans or members of the military
- Displaying racist symbols
- Using City communication systems to send, receive, store or access racially or ethnically offensive material
- Displaying cartoons, printed material or other objects which are racially or ethnically offensive
- Criticizing or making fun of another person's religious beliefs
- Engaging in any other verbal, graphic or physical conduct of a racial, ethnic, religious, age, disability or other prohibited nature that creates an offensive work environment or interferes with another employee's work.

All employees should assume that any conduct of this nature will offend another employee and should refrain from engaging in such conduct. Harassment of employees by citizens, vendors, suppliers and other non-employees that creates an offensive work environment or interferes with your ability to perform your job is also a violation of this policy. Likewise, harassment of our customers, vendors, or suppliers by our employees is also strictly prohibited.

In addition, no one should suggest or threaten that an employee's cooperation, tolerance or objections to conduct of this nature will have any effect on that employee's employment. The City strictly prohibits supervisors or managers from conditioning employment or making employment decisions based on an employee tolerance of or resistance to harassment. This type of conduct is considered a serious violation of City policy.

ACCOUNTABILITY

All supervisory personnel and City officials have the responsibility to practice the principles of this policy as follows:

- Recruit, hire, train and promote for all jobs without regard to race, color, national origin, sex, religion, age, marital status, sexual orientation, physical or mental disability, family relationship, association with protected class, leave covered by federal and state Family and Medical Leave Acts, or any other basis prohibited by statute, except for bona fide occupational qualifications.
- Ensure that promotion decisions are in accord with the principles of equal employment opportunity by imposing only valid requirements for promotional opportunities,
- Ensure that relations among staff members are void of any verbal abuse, intimidation, or harassment against any employee or applicant for employment and void of any retaliation for the exercise of protected rights.

REPORTING POLICY

If you feel that you are being harassed by another employee, including a supervisor or manager, you should immediately notify your supervisor, the Human Resources Director or your Department Director. You are welcome to report the conduct you feel is offensive to any of these individuals. There is no chain of command. This type of conduct should be reported whenever it creates an offensive work environment or interferes with your work, even when the offensive conduct occurs off-the-job.

Likewise, if you experience harassment by a non-employee, such as a vendor, citizen or supplier, which creates an offensive work environment or interferes with your work or you become aware of any other employee experiencing such harassment, you should immediately report it to your supervisor, the Human Resources Director or your Department Director.

All complaints of harassment will be investigated as promptly as possible and corrective action will be taken as warranted. Complaints of harassment which are reported to management will be treated with as much confidentiality as we determine is practical, while permitting us to investigate and correct the problem. Resolution of the issue, including related disciplinary action, may not be readily visible to employees to maintain appropriate confidentiality. However, the complainant will be advised when the matter has been addressed and provided any additional information, as deemed appropriate by the City, including direction on reporting any perceived retaliation. Any inquiries regarding status of complaints should be directed to the Human Resources Director or Department Director. Our goal will be to restore a pleasant and respectful work environment as soon as possible.

Our ability to resolve these kinds of problems is dependent on your cooperation in reporting incidents which create an offensive or hostile work environment for you. Your notification of the problem is essential to us. We also appreciate your cooperation in reporting any conduct that you feel constitutes harassment of another employee. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring all conduct that violates this policy to the attention of any of the individuals listed above in enough detail that we can recognize the problem and take whatever steps are necessary to restore a comfortable working environment for you.

If we find that an employee has violated our policy, appropriate disciplinary action up to and including discharge will be taken. In addition, other corrective action, such as individualized training and other steps, may be taken as we determine appropriate.

RETALIATION

It is also important for you to remember that the City respects the rights of its employees to raise harassment and discrimination concerns and to participate in investigations. We do not allow supervisors, managers, employees or others to retaliate against employees who report harassment or discrimination, cooperate with investigations, testify in harassment proceedings or assist in enforcement of our harassment policy.

“Retaliation” is broadly construed and means any adverse action against an employee for opposing harassment or discrimination. It may include any on-duty or off-duty conduct, whether related to employment or not, that could discourage an employee from making a complaint of discrimination or harassment or testifying, assisting or participating in an investigation proceeding or hearing. It could also include conduct such as “cold shoulder” treatment, changing job duties, failing to cooperate, or treating an employee rudely, because someone has engaged in these types of activities.

Employees should bring complaints of retaliation to the attention of their Department Director or the Human Resources Director. If we find that an employee has violated our policy, appropriate disciplinary action up to and including discharge will be taken. In addition, other corrective action, such as individualized training and other steps, may be taken as we determine appropriate.

DISABILITY ACCOMMODATION

The City abides by the Americans with Disabilities Act and state disability discrimination laws. This means that we prohibit discrimination against disabled applicants and employees, and will comply with reasonable accommodation obligations. We cannot respond to workplace obstacles if we don't know they exist. Consequently, if you believe that workplace modifications or other assistance is necessary to accommodate your disability, it is your responsibility to contact the Human Resources Director to discuss it. Not every physical or mental limitation qualifies as a disability.

Accommodations are generally made to enable a disabled employee to perform his/her job duties or as a temporary step to assist an employee who has a pending workers' compensation claim to return to productive employment. Please contact the Human Resources Department for more information on the potential for light or modified duties based on your position, the duration of such duties and the organization's business needs.

If you advise us of a condition that you believe requires accommodation, we will analyze your medical condition to determine whether it constitutes a disability. If it does, we will discuss your condition with you and/or your medical provider to determine what, if any, accommodations can be made to enable you to perform your job duties in a safe and satisfactory manner.

All employees are expected to cooperate with our request for medical confirmation of the condition they believe constitutes a disability and our requests for medical confirmation of the current, precise limitations on their ability to perform their job duties, consistent with applicable law.

If an employee is still unable to perform their essential job duties after any required reasonable accommodation has been made, we will explore opportunities to place the employees in other available positions that are, with or without reasonable accommodation, suited to their skills and abilities. If, for any reason, an accommodation is made that you feel is not effective, you should notify your supervisor or the Human Resources Director.

EMPLOYMENT CLASSIFICATIONS

All employees are classified as probationary, regular full-time, regular part-time, seasonal or temporary, as explained below. Employee classifications are used to determine compensation, benefit eligibility and other employment conditions. Please refer to these definitions as you read the City's policies. If you have any questions about your position or classification, please contact your supervisor or the Human Resources Department.

PROBATIONARY EMPLOYEES

Except as otherwise required under a collective bargaining agreement, the probationary period for new employees who are hired for ongoing employment is six (6) months from the last date of hire with the exception of Public Works supervisory positions and Police Sergeants who serve a probationary period of twelve (12) months. In the event an employee is absent for any reason for more than 10 work days during the probationary period, the City reserves the right to extend probation. For information on the promotional probationary period, see Promotional Opportunities in the General Policies and Working Conditions section of this manual.

The probationary period is an integral part of the examination of new employees and provides the City with the opportunity to observe the employee's work and to train and aid the employee in adjustment to his/her new position. During this period, you will have an opportunity to evaluate whether the work for which you were hired, the people with whom you work, and the general atmosphere and conditions at the City meet your expectations. Likewise, the City will evaluate your performance no less than halfway through and again immediately prior to the end of the probationary period. The probationary period may be extended by the City if we determine that additional time is needed to evaluate your performance. The attitude and aptitude you show in your work habits during the probationary period, in particular, your demonstration of required and/or desirable skills, attendance, punctuality, ability to learn, and ability to get along with people will be primary factors used in determining whether you will be assigned to regular employment status.

Completion of the probationary period is not intended to provide an employee with any particular job rights or guarantees. Newly hired employees may either resign or be dismissed during the probationary period. Neither the employee nor the City is required to give prior notification, or show cause of the reason for dismissal during probation. You should also understand that the City has no obligation to retain you as an employee for the entire probationary period if, in our determination, your performance or other business considerations warrant termination of your employment.

During the probationary period, you are not eligible for benefits except as specifically provided in this Manual and as required by law. The City's Equal Employment Opportunity Policy applies to probationary employees. Newly hired probationary employees accrue vacation, sick and personal leave, but are not eligible to take vacation leave until completion of 6 months of continuous employment. In addition, during the probationary period, the City's Progressive Discipline Policy does not apply.

Employees who return to the City's employment after resignation or other separation from employment will be required to complete a new probationary period and will accrue benefits as a new hire. This requirement will not, however, apply to employees who are recalled to work following layoff. For more information, refer to the layoff section of this manual.

REGULAR EMPLOYEES

Regular Full-Time: A regular full-time employee is one who has been hired for on-going employment, has successfully completed the probationary period, and who is regularly and consistently scheduled to work 40 or more hours per week on behalf of the City. Regular full-time employees are eligible for all benefits outlined in this Manual provided they meet the specific eligibility criteria for that benefit.

Regular Part-time: A regular part-time employee is one who has been hired for on-going employment, has successfully completed the probationary period, and who is regularly and consistently scheduled to work either 20 or 30 hours per week on behalf of the City. Regular part-time employees are eligible for a pro-rated amount (e.g. 20 hours = $\frac{1}{2}$ accrual, 30 hours = $\frac{3}{4}$ accrual) of specified employment benefits listed for Regular Full-Time employees provided they meet the specific eligibility criteria for each specified benefit except where specifically prescribed otherwise in this Manual and/or as required by law. A part-time employee's eligibility for benefits is based on the hours the part-time employee is regularly scheduled to work, not fluctuations in hours that may occur from time to time, e.g. as part-time employees cover for full-time employees who are absent, etc.

Please note that a temporary assignment of a regular part-time employee to additional hours of work such as for special projects and/or during busy periods does not change an employee's status for benefit eligibility purposes. You will be notified in writing if your employee classification changes.

Non-Exempt Employees: The Fair Labor Standards Act (FLSA) requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek. These employees are known as non-exempt employees. They are generally paid an hourly rate and receive overtime when appropriate and approved by their supervisor. The City of Keizer provides overtime based on hours worked in excess of the employee's regularly scheduled shift under specific circumstances. See "Overtime" in the Classification Section of this manual for additional information.

Exempt Employees: The FLSA also provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional and outside sales employees. These employees are known as exempt employees. As such, they generally work a "professional" work week and are paid a salary with no overtime.

If you have any questions regarding whether you are an exempt or non-exempt employee and how that impacts your work schedule and pay, please be sure to contact your supervisor, Department Director or Human Resources.

SEASONAL AND TEMPORARY EMPLOYEES

As referenced in the Recruitment and Selection policy, those employees whose service is intended to be of limited duration to complete a specific job or for a specific project are considered seasonal or temporary employees. Seasonal positions are generally utilized for recurring partial year workloads, are staffed full-time and last less than 6 months. These positions are most often utilized in the Public Works and Police Departments. In some cases, temporary positions may be established and filled to address non-recurring workload or until funding or operational capacity allows for establishment of a regular full-time position. Advance written approval is required from the City Manager. Temporary positions last no longer than six months. These positions may be utilized in any department as needed.

Employees in such positions are not eligible for any employment benefits except as required by law and their positions can be terminated at any time. Seasonal and temporary employees who are later hired for regular employment will be required to complete a probationary period of employment; accruals and waiting periods for benefit eligibility begin at the date of hire for regular employment.

In the event a seasonal or temporary employee is hired to work on an ongoing basis for the City, he/she will be required to complete the probationary period. Time spent in seasonal or temporary employment status will not count toward completion of the probationary period.

The City of Keizer qualifies regular full-time and part-time employees for exemption from social security tax through provision of specific retirement benefits. However, seasonal and temporary employees are not exempt from social security tax. As such, the City makes 12.4% social security tax contributions each pay period on all seasonal and temporary employee's wages through payroll deductions of 6.2% paid by the employee and 6.2% paid by the City.

Please note that a temporary extension of a special project, season, or temporary assignment does not usually change an employee's seasonal or temporary status for benefit eligibility purposes. You will be notified in writing if your employee classification or benefit eligibility changes.

WORKING OUT OF CLASSIFICATION

Any employee designated by the City as acting in a higher classification capacity than the employee's regular classification shall receive five percent (5%) Out-of-Class pay for any assignment lasting longer than ten (10) working days, or Out-of-Class pay consistent with the applicable collective bargaining agreement. Out-of-class pay shall be effective on the date the assignment begins.

CLASSIFICATION REVIEW AND RECLASSIFICATION

The "Class Title" is the official title of each position allocated to the class for the purpose of personnel actions. It is used on payroll, budget estimates and official records and reports relating to the position. A different "Working Title" may be used when determined to be helpful in identifying the role of the employee to customers, etc. if authorized by the Department Director. However, working titles will have no bearing on the official designated classification of any position.

If an employee is to be assigned a new ongoing duty or set of duties, the supervisor will review the classification specifications to determine if the duties are appropriate for that employee's classification. After such review, if there continues to be a question about the appropriateness of the duty, the supervisor will request a determination by the Human Resources Department prior to the assignment of the duty to the employee. The Human Resources Director allocates positions to the appropriate classification and may make revisions in the Classification System including the reclassification of existing positions, addition of new classes, combination and/or revision of existing classes, and deletion of obsolete classes, with review and approval of the City Manager.

CHANGES IN CLASSIFICATION

All changes in employee classifications, e.g. changes from part-time to full-time status, changes from seasonal or temporary to probationary status, etc., must be verified in writing to avoid misunderstandings and assure proper application of benefit eligibility rules.

COMPENSATION

It is the City's policy to pay wages and salaries which are fair and take into account our geographic location, comparable rates being paid for similar work in the community and other similarly sized communities as well as the City's budgetary constraints and fiscal responsibilities. In accordance with our Compensation policy, the City has established position classifications and related pay and salary ranges for most employment positions. If you have questions about the salary range for your position, contact the Human Resources Department.

This policy applies to all non-bargaining positions in the City of Keizer. The compensation of all employees covered by collective bargaining will be governed by the terms of the applicable collective bargaining agreement.

WAGE CHANGES AND PAY INCREASES

End of Probation: A new employee may receive an increase upon successful completion of their probationary period and a successful performance evaluation. If the performance evaluation rating indicates that the employee's performance meets or exceeds expectations, an increase in base pay may be recommended by the Department Director and authorized by the City Manager.

Annual Merit Increases: Annual wage increases with the City are not automatic. Rather, all wage increases and other wage changes are made at the discretion of the City. In addition to other business and budgetary considerations, evaluation of your strengths and weaknesses related to your quality of work, quantity of work, job knowledge, initiative, attendance, interpersonal skills/cooperation, communication, professionalism, customer service and contributions to the City will be primary factors addressed through ongoing performance evaluation. In addition, determination of potential annual increase for employees who recently received a successful completion of probation increase (within the prior three months) will be determined by the Department Director in consultation with the City Management Team. Annual merit increases continue contingent on satisfactory job performance until reaching the maximum pay for your classification.

Managed Cost of Living (COLA) Based Annual Increases: The City recognizes that fluctuations in the state's economy will affect the market value of wages and salaries. The salary matrix is amended each calendar year in July to reflect these fluctuations by incorporating any increases necessary into the matrix as determined by the CPI-W (Consumer Price Index-W) for the prior year (January-December). Notwithstanding the CPI change, increases will be subject to a minimum increase of one percent (1.0%) and a maximum increase of three percent (3.0%). Such increases are subject to available funding and budget approval and may be revised by City Council Resolution.

Salary Surveys: Also subject to available funding and budget approval, salary surveys for all classifications will be performed on a schedule of no less than every four years. Procedures for such surveys are detailed in the Human Resource Operations Manual. Questions should be directed to Human Resources.

Promotional Increases: Upon promotion, an employee is eligible for a pay adjustment to the first step of the new range. If the employee's pay already exceeds this step, the employee will be placed at the next step of the new range which results in at least a three percent increase (3.0%) in compensation, not including overtime.

This increase may be delayed or deferred at the Department Director's discretion pending the employee's demonstration of their ability to satisfactorily handle the responsibilities of the new position. This period is limited to ninety (90) days.

Reclassification Upward: Occasionally, wage increases are provided through reclassification of a position into a higher range on the salary matrix based on a salary survey performed by the Human Resources Director and approved by the City Manager.

Discretionary Merit Increase: Such increases are available as approved by the City Manager for performance above and beyond high performing employees as delivered over an extended period. Such increases require written request to the City Manager from the appropriate Department Director identifying the specific performance that exceeds expectations and the fiscal impact of granting the increase.

Lateral Transfer: It is possible to change positions without a change in pay, as is the case when an employee is appointed to or transferred to a position in the same or different classification with the same pay range; the pay rate remains the same.

Reclassification Downward: It is also possible a wage decrease may occur through reclassification of a position into a lower range on the salary matrix based on a salary survey as described above. In addition, a demotion or voluntary transfer to a lower classification may result in a pay decrease. In any of these situations, the City may choose to freeze an employee's pay until that pay is aligned with the wage rate applicable to the lower classification.

INCENTIVE PAY

Upon request from a Department Director, the City Manager or designee may approve one of the following forms of incentives for a non-bargaining employee, unless otherwise compensated in their regular job description and salary schedule.

- A. Language: Any City employee is eligible to receive a second language differential of five percent (5%) for Spanish and two and one-half percent (2.5%) for sign language if the City Manager determines that an additional employee with the second language is of benefit to the City and he or she has or is required to acquire this skill. Employee must be fluent in the language as determined by the City Manager, based upon a standard and testing program administered by local area colleges and/or City-approved translators.
- B. Temporary Lead Worker: Upon request by the Department Director and approval by the City Manager, a Temporary Lead Worker incentive of two and one-half percent (2.5%) of an employee's monthly base wage may be provided if an employee is requested to perform the duties of a Lead Worker as part of their job duties for a temporary time period, generally no longer than 6 months.

Note: All incentives are subject to availability of funds and approval of supplemental budget if needed.

OVERTIME PAY

The City classifies employees as exempt or non-exempt for overtime pay purposes. Employees classified as exempt are paid a salary that covers all of their hours worked, and are not entitled to additional pay for overtime. Employees classified as non-exempt will be provided compensatory time at a rate of 1.5 times hours worked or paid overtime at a rate of 1.5 times their hourly wage for hours worked in excess of their regularly scheduled shift.

The City of Keizer strives to limit overtime in order to contain costs and will utilize flex schedules whenever possible. When the City determines that operating requirements or other needs cannot be met during regular working hours and that flex schedules are not sufficient to address the need, employees may be required to work overtime. When possible, advance notice of the need for overtime will be provided. Although employees are expected to perform overtime when required, all overtime must be authorized by your supervisor before it is worked, unless emergency circumstances prevent prior approval.

Employees will be paid for all overtime worked to the extent required by law and as defined in this policy. However working overtime without authorization will be addressed as a disciplinary matter which may result in action up to and including termination of employment. Likewise, failure to work scheduled overtime may result in disciplinary action up to and including termination.

COMPENSATORY PAY

See Overtime Pay section.

CALL BACK PAY

If you are called back to work for job related reasons, you will receive pay for a minimum of two (2) hours designated as "hours worked" even if a lesser amount of time is worked. If you work beyond the two-hour minimum time, you will be paid for the actual time worked. Compensation will be at straight time rate unless/until you qualify for overtime as stated above. If qualified for overtime, you will be provided compensatory time at a rate of 1.5 times hours worked or paid overtime at a rate of 1.5 times hourly wage.

HOLIDAY PAY

Non-exempt regular status employees required to work on a City observed holiday will be paid at the rate of time and one-half their regular hourly rate for all hours actually worked on a holiday in addition to holiday leave with pay for employees eligible as per the Holiday Leave policy. This does not apply to employees whose work schedules are other than the conventional Monday through Friday workweek (such as Patrol Sergeants or Sergeants working 10 hour shifts). See Floating Holiday Leave in Section 13 – Holiday, Vacation, Other Paid Leave Benefits.

A non-exempt regular status employee working without approval will be subject to disciplinary action. Holidays occurring during an employee's vacation or sick leave will be charged as a holiday.

SPECIAL ASSIGNMENT PREMIUMS

The City shall provide five percent (5%) above the employee's normal pay step when assigned as a K9 handler or to the traffic team as a motorcycle Sergeant to compensate for the additional responsibilities of after-hours care for their dogs and motorcycles and hazards associated with of working from a motorcycle.

The City shall provide five percent (5%) above the employee's normal pay step when assigned as a member of the City of Salem Bomb Squad or SWAT Team to compensate to match the hazardous-duty premiums paid to City of Salem Police Department officers assigned to those units.

ON-CALL DUTY PAY

On-Call Duty requires an employee to respond to after-hour calls for situations demanding the assigned employee's immediate attention during a consecutive 7-day period. Employees who are scheduled for On-Call Duty shall be compensated as follows:

Public Works Supervisor (MUWIII) - \$200 for each 7-day period.

Detective Sergeant - One (1) day or eight (8) hours of compensatory time off for each 7-day period.

CLOTHING ALLOWANCE

The City shall provide an annual work-appropriate clothing allowance at the beginning of each fiscal year (July 1) to the following classifications:

Facility Maintenance Worker - \$400 per year

Public Works Supervisor (MUWIII) - \$400 per year

Detective Sergeant - \$500 per year

CRU Sergeant - \$200 per year

These allowances shall be payable to the employee upon appointment and annually on July 1st of each subsequent year. Clothing allowances are subject to federal and state laws, including Internal Revenue Code regulations which means they are considered "taxable income" to the employee. The City reserves the right to prorate the allowances provided to employees during their first and last year of assignment.

DEADLY FORCE LEGAL REPRESENTATION

In support of the Marion County Deadly Force Protocol and the Public Safety Officer Bill of Rights (HB 2713) recommending legal representation to protect the involved officer's rights during initial investigation of the use of deadly force, the City will provide legal representation to Sergeants, Lieutenants, Captains and the Chief of Police. This coverage is provided only to sworn officers in the classifications listed above who may, in the course of their duties, have the possibility of being involved in the Use of Deadly Force. The coverage provided by the City is only for civil and criminal actions taken against the officer because of their personal performance of active law enforcement duties, i.e., when they are acting in their capacity as a Peace Officer or a Public Safety Employee. Coverage does not extend to administrative actions that may be filed against the officer.

PAYDAYS AND PAYCHECKS

The City typically pays its employees on a bi-weekly basis. The pay period ends on Friday at noon, and employees are paid the following Thursday. The City reserves the right to deviate from this schedule due to extenuating circumstances. If a regularly scheduled payday falls on a holiday, paychecks will be issued on the last work day before the holiday.

If you would like your paycheck directly deposited to your bank account, please see the Finance Department. If you want your paycheck released to your spouse or another person, you must first personally provide written authorization for such release to the Finance Department. The City does not provide payroll advances.

PAYROLL DEDUCTIONS

Deductions from your paycheck fall into two categories: Legally required deductions and voluntary deductions. Legally required deductions, such as federal and state taxes, etc., are automatically deducted each payday to comply with both federal and state laws. Social Security is not deducted from a regular employee's paycheck as the City of Keizer does not participate in the Social Security program. Seasonal and temporary employees are not exempt from social security tax. As such, the City makes 12.4% social security tax contributions each pay period on all seasonal and temporary employee's wages through payroll deductions of 6.2% paid by the employee and 6.2% paid by the City. Further information regarding required deductions can be obtained from the Finance Department.

Other items you wish to have deducted from your paycheck, such as dues, retirement contributions and insurance contributions, etc., will be deducted only upon written authorization from you. These are voluntary deductions and can only be made with the employee's written consent. Further information regarding voluntary deductions can be obtained from the Human Resources Department or the Finance Department.

HOURS AND WORK SCHEDULES

WORK SCHEDULES

The City's official office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. However, your schedule may vary based on your position and organizational needs. Your supervisor will inform you of the hours you are required to work. You are expected to report for work in sufficient time to begin working at the scheduled starting time. You are also expected to continue working during your regular work schedule, except meal and rest breaks, unless otherwise approved by your supervisor. This policy applies to all non-bargaining positions in the City of Keizer. The hours and work schedules of all employees covered by collective bargaining will be governed by the terms of the applicable collective bargaining agreement.

FLEXIBLE SCHEDULING

Employees who wish to work an ongoing schedule other than the standard for their position may make a request for an alternative flexible schedule. No such request is required for one-time adjustments such as flexing, with the supervisor's approval, on a single day. For example, if your supervisor approves you coming in one hour early in order to leave an hour early to get to an evening event on time. All requests for an ongoing flexible schedule must be made in writing to your supervisor and must include the following elements:

1. A regular proposed work schedule of at least one (1) month in duration,
2. A statement of how the citizens of Keizer and the City's needs would be met with the proposed flexible schedule for your position.

Requests for alternative flexible schedules will be granted at the discretion of the City, based on evaluation of whether operational needs can be met or enhanced, whether the public and clients served by the Organization will receive the same or higher level of service, and whether the request will result in overtime for the requesting employee or other employees. Requests that we determine may result in a hardship or reduced services to the public, your co-workers or office productivity will be denied. All requests for an alternative flexible schedule must be approved in writing by your Department Director and the City Manager. A copy of the approved schedule change is to be provided to the Human Resources Department.

The City may cancel or change any alternative flexible schedule at any time as we determine appropriate to the effective management of the City. In addition, there are some areas of the organization for which flexible scheduling is not an option. Such is the case for most positions in the Police Department. Your Department Director will inform you whether such an option is available to you based on your position and the operational needs of the City.

TELECOMMUTING

From time-to-time, the City's interests may be served through temporary telecommuting arrangements. This policy and the related requirements come into effect if and when the employee is requesting a change in the primary job location that exceeds one month duration. Employees who wish to telecommute must submit a request to their Department Director.

All requests for telecommuting must be made in writing and must include the following information:

1. Proposed starting and ending dates and a telecommuting work schedule; and,
2. A statement of how your position duties will be fulfilled and how the citizens of Keizer and the City's needs would be satisfied and/or improved during the period you have requested to telecommute.

Requests to telecommute will be granted or discontinued at the sole discretion of the City based upon our evaluation of whether operational needs can be met or enhanced, whether the proposed telecommuting will result in a hardship or disruption to workplace operations, whether the public will receive the same or higher level of service and whether the request will result in overtime for the requesting employee or other employees. Requests that we determine may result in a hardship or reduced services to the public, your co-workers or office productivity or other unacceptable costs or risks to the City will be denied.

Implementation of a telecommuting request as described above requires the following:

1. Approval in writing by the appropriate Department Director as well as the City Manager; and,
2. A written schedule as agreed to by the Department Director and/or City Manager to ensure expectations regarding communication and deliverables are clear; and,
3. A written evaluation of progress on deliverables and any needed adjustments to the schedule by the Department Director and/or City Manager at 90 days and any successive 90 day period; and,
4. A written plan to address data security, as needed, based on the work being performed and the equipment anticipated to be used by the employee. Such assessments shall be reviewed by the City's IT staff to ensure adequate controls exist; and,
5. A copy of the approved request, including the schedule and security plan provided to the Human Resources Department.

The City may rescind approval for telecommuting at any time as we determine appropriate to the effective management of the City. In addition, there are some areas of the organization for which telecommuting is not an option. Such is the case for most positions where direct customer contact is the primary function of the position. Your Department Director will inform you whether such an option is available to you based on your position and the operational needs of the City.

MEAL AND REST BREAKS

Non-exempt employees working six (6) or more hours are required to take an uninterrupted meal period of at least 30 minutes approximately mid-way through the workday. The length of time designated for employee meal periods will vary from department to department and position to position. Employees will be assigned meal periods of either 30 minutes or one hour. All meal periods are unpaid.

During this time, you are to be completely relieved from duties and should not work. In the event that you are not relieved of all duties during your meal break, notify your supervisor immediately, and your lunch break will be rescheduled or extended to ensure that you have a minimum uninterrupted meal period of at least 30 minutes.

In addition to the meal break, the City provides all non-exempt employees with a 15 minute paid rest break period for every four hours worked. Rest breaks should be taken as nearly as possible to the middle of each four hours of worked and must also be uninterrupted. Rest breaks cannot be accumulated or added to meal period or used to leave work early.

It is important to note that emergencies or operational needs of the City may require adjusting the time of your break or lunch period. Your supervisor will work with you in such situations to ensure you are given notice when possible and that you are provided your meal or break as soon as practicable given the situation being addressed. This should be an occasional rather than a regular event.

LACTATION BREAKS

The City supports employees wishing to express breast milk for their infant child (18 months or younger) by providing a rest period of up to 30 minutes for each four-hour work period or major portion of a four-hour work period. However, any such time exceeding regularly scheduled paid breaks will be considered unpaid. Such breaks, if feasible, shall be taken at the same time as the employee's regularly scheduled rest or meal periods.

Employees desiring to take a lactation break shall notify their supervisor or designee prior to taking such a break and such breaks may be reasonably delayed if they would seriously disrupt department operations. The employee and supervisor may agree on regular times that do not require notification each time but leave the option for adjustment as needed due to business operation. Once a lactation break has begun, the break is not to be interrupted except in emergency or urgent circumstances.

The Quiet Room has been designed specifically for the purposes of accommodating such breaks with a door lock, sink and cold storage. Employees using the room for this purpose are to be sure to signify the room is in use. All other employees should avoid interrupting the employee during an authorized break, except to announce an emergency or other urgent circumstance. Employees may store expressed milk in the authorized refrigerated area in the Quiet Room, ensuring it is clearly labeled as such or may utilize her own cooler for the purpose of storing expressed milk. No expressed milk is to be stored beyond the employee's shift. Authorized lactation breaks for employees in the field may be taken at the nearest appropriate private area.

CHANGES IN HOURS AND WORK SCHEDULES

Although the City is interested in providing our employees with a stable work schedule, our ability to do so depends on our assessment of operational needs, funding and other factors. Nothing in this Personnel Policy Manual is intended to be a guarantee of employment for a specified number of hours per week or day. We reserve the right to change the schedule and/or hours of all or any part of our work force to provide for efficient and uninterrupted service. We also want you to understand that if management believes it is necessary, due to lack of work or funding or other very significant business reasons, employees may have their hours reduced or may be laid off.

OVERTIME

For employees who are covered by a collective bargaining agreement, please refer to the applicable section of your agreement for information regarding overtime pay. For all other employees the City's overtime practices are as follows: All employees are classified as exempt or non-exempt for overtime purposes. Exempt employees are paid a salary that covers all of their hours worked and are not entitled to additional pay for overtime. Non-exempt employees, including all hourly employees and non-exempt salaried employees, are provided compensatory time at a rate of 1.5 times hours worked or provided paid overtime at time and one-half (1½) their regular hourly rate for hours worked in excess of their regularly scheduled or modified shift.

The City of Keizer strives to limit overtime in order to contain costs and will utilize flex or split schedules whenever possible. When the City determines that operating requirements or other needs cannot be met during regular working hours and that flex schedules are not sufficient to address the need, employees may be required to work overtime. When possible, advance notice of the need for overtime will be provided.

All overtime must be authorized by your supervisor before it is worked, unless the City determines that emergency circumstances existed warranting the unauthorized overtime. If overtime is worked without authorization, it will be paid. However, employees who work unauthorized overtime may be subject to disciplinary action up to and including discharge.

Also, employees are expected to perform any overtime work required by the City as a condition of employment. If the assignment of overtime work presents a hardship for you, discuss your concern with your supervisor. We will consider particular employee needs and desires to the extent we feel it is practical and fair to your co-workers. If you have any questions about the regularly scheduled or modified shift for your position or your obligations under this policy, please contact your supervisor or the Human Resources Department.

COMPENSATORY TIME

See Overtime and Compensatory Leave sections.

TIME SHEETS

We want to be sure our employees are paid for all the work they perform. Accurate recording of all your hours worked is required by the wage and hour laws. To ensure compliance with these laws and provide you with proper compensation for the work you perform, we *must* have an accurate and complete record of time worked.

With the exception of exempt salaried employees, all employees are required to accurately report their time worked through the use of a time sheet. As part of your new employee orientation, you will be informed of the method by which you will be required to report your time worked, as well as the time deadlines for submitting any time sheets. Whatever the method of timekeeping in your department or section, you are expected to follow the established procedures in keeping an accurate record of all your hours worked.

While you may choose to log your time in pencil to allow for corrections during the work week, when your timesheet is turned in, it is to be completed in permanent ink (not pencil). In addition, any changes or corrections notated on your time sheet must be initialed by both you and your supervisor.

COMPUTERS, TELECOMMUNICATION DEVICES AND OTHER ELECTRONIC EQUIPMENT

All employees who have access to these communication systems must understand that the systems and the information transmitted by, received from or stored in these systems is the property of the City and is subject to Public Record Requests. These include, but are not limited to, computers, network equipment, electronic mail, instant messaging, voice mail, all documents, calendar entries, appointments, and notes which reside in any City filing system, including personal files or information.

The City Manager, or designee, may authorize the inspection of the contents of all equipment, files, calendars, web history, electronic or voice mail of their employees for any reason, regardless of where or how they are created, viewed, transmitted or stored. No employee should assume that communications transmitted or stored anywhere in our system are confidential. Personal advertising or soliciting is not permitted on City computer systems. Employees are to limit the amount of personal information stored on City computer systems to ensure no impairment of capacity and must understand that all information stored on City computer systems is subject to public records disclosure. In addition, employees should, under no circumstances, download or store copyrighted material not owned by the employee. If you are unsure of the copyright designation of an item, please consult with your supervisor or the Network Administrator.

The use of a computer or electronic and telephonic communication systems to engage in any communications that are in violation of any City policy or state or federal law, including but not limited to the transmission of defamatory, obscene, offensive or harassing messages, is strictly prohibited. We consider misuse of our computer, electronic, telephonic and e-mail systems to be a serious matter. Failure to follow this policy may be grounds for disciplinary action, up to and including immediate termination of employment. If you have any questions regarding this policy, please contact the Human Resources Director.

Additionally, employees who use social networking websites or media, whether on or off-duty, are expected to use good judgment and avoid postings that could be damaging to the City's interests or reputation or offensive to others who may see your posts. In particular, employees are reminded that messages and images of a sexual, racial, ethnic, religious or other nature prohibited under the City's Equal Employment Opportunity policy that are shared with other City employees who are "friends" on those networking websites can be viewed as offensive by those employees. Employees have the right to report such offensive postings under the City's harassment policy.

MONITORING AND PUBLIC RECORDS DISCLOSURE

To ensure that the use of our electronic communication systems is consistent with City's policies and business interests, we reserve the right to monitor the use of such equipment and to access, review, copy, modify, delete, or disclose information transmitted through or stored in the system, including e-mail messages, as we deem appropriate. ***Employees using the City's electronic communication systems should have no expectation of privacy in connection with the use of this equipment or with transmission, use or storage of information in the equipment, regardless of where that information is stored. This includes stored e-mail or voice mail messages.***

In addition to monitoring by the City, employees are reminded that information transmitted or stored on City computers is not only subject to monitoring by the City, but may also be subject to disclosure under the public records laws. If you want to keep information private, do not transmit it or store it anywhere in the City's computer system.

If, within the course and scope of your duties, it is necessary for you to view sites that would otherwise be considered inappropriate, you are required to notify the Network Administrator that you have done so. Such notice should include reference to the types of sites and length of access for the purposes of a job-related function. Examples of positions which may include the need to visit such sites are police detectives and human resource staff.

NETWORK ACCESS

City employees and authorized individuals will be assigned a user account for the duration of their employment with the City. After your initial account is established, all requests to add, modify, or delete network accounts must be made through your supervisor. Each user account must be password protected, following procedures established by the Network Administrator. Employees will be given passwords to access various systems, including network, email, websites, etc. Employees are not to disclose their password to anyone. Passwords should be changed routinely, as per timelines established by the Network Administrator, to ensure security of the system. If at any time you believe your password was stolen or is no longer confidential, immediately contact your supervisor and the Network Administrator.

CITY COMPUTER EQUIPMENT

The use of our electronic communications systems are primarily for legitimate business activities only and personal use should not interfere with the performance of job duties. Consequently, employee use of our computers for personal business should be limited to short, occasional use and should be conducted before or after work or during meal and break periods.

Employees are not permitted to perform any upgrades, modification, or repairs to any computer, workstation or other equipment assigned to them or anyone else, except those specifically approved by the Network Administrator. You must contact your supervisor to request upgrades or additional equipment. Also, due to the risk of computer virus infection, no employee is allowed to download any external files to any machine or disk without approval from the Network Administrator.

In addition, our systems cannot be used to convey or receive messages or graphics that contain offensive material of a sexual, gender-based, racial, ethnic, religious or other nature prohibited by our Policy against Harassment or to access inappropriate websites. You should assume that messages and graphics of this nature may be forwarded and could offend anyone, even if you believe that direct recipient of the email will not be offended. The transmittal of offensive messages or graphics of a sexual, gender-based, racial, ethnic, religious or other nature prohibited by our Policy against Harassment will result in discipline, as determined appropriate by the City.

SOFTWARE LICENSED TO THE CITY

When a computer or workstation is assigned to an employee for business purposes, that computer or workstation may contain software licensed to the City. Employees should contact the Network Administrator to request any changes to the standard software, including upgrades, additions, or deletions. The City reserves the right to audit or remove at any time any software on any computer or workstation assigned to an employee. Employees should not perform any action on any software licensed to City that is in violation of a software license agreement. Similarly, employees should not perform any action in the use of any computer or work station that is in violation of a copyright law. To avoid violations, employees are prohibited from removing or making copies of our computer software under any circumstances.

SOFTWARE NOT LICENSED TO CITY

Employees should not install, load or use without prior approval from City, any software and/or programs that are not licensed to City. This includes copies licensed personally to the employee, "shareware", "freeware", or product demonstration copies ("demos"). In addition, internet resources for which there is a fee must not be accessed without prior approval. Approval from the City requires authorization from the Network Administrator and Department Director.

CITY TELEPHONES (LANDLINES)

Although the City recognizes that there are occasionally times when personal phone calls must be made or messages received during business hours, we appreciate your cooperation in keeping incoming and outgoing personal calls to a minimum. All employees are responsible for notifying their family and friends of this policy. Except in cases of emergency, personal phone calls should be made during your breaks and/or meal periods. No long distance calls that result in any cost to the City are permitted. Instead, personal long-distance calls are to be made using a toll-free number, a calling card, reversed charges or your personal cell phone. If an emergency situation arises and personal long distance calls are billed to the employee's extension, the employee shall reimburse the City for such use.

WIRELESS PHONES *(Updated 6/15/15)*

This policy applies to all City employees who use cell phones for City business. Departments may have procedures that are more limiting than stated in this policy, but department procedures must, at minimum, comply with this policy. References to cellular phones may include cell phones, smart phones or wireless Personal Digital Assistants (PDAs) that have a wireless phone feature.

City Issued/Supplied Wireless Phones: Business Use/Personal Use

Employees with a business need for a wireless phone may be assigned a City issued phone upon approval by their Department Director. Wireless phone use on phones supplied by the City is restricted to City business. Personal wireless calls (outgoing or incoming) will only be allowed in limited and infrequent (maximum 2-3 times per month) for instances of family emergencies and only if these calls cannot be made from a landline phone in a reasonable period of time. These calls should be of short duration. NO OTHER PERSONAL USE IS ALLOWED, EVEN IF REIMBURSED.

The above emergency calls do not need to be reimbursed if no direct additional cost is charged to the City. Employees are responsible for taking reasonable precautions to prevent unauthorized use and theft of wireless equipment.

Monthly Pre-tax Allowance

The City may choose to provide an allowance to support the cost of personal wireless phone use as a part of official city business. The Department Director or City Manager may designate employees who will receive a specified amount of additional taxable income per month for the specific purpose of obtaining a personal wireless phone plan. The amount provided will be reviewed and adjusted as needed on a biannual basis and approved by the City Manager.

One-time Pre-tax Acquisition/Activation Allowance

The City may also choose to provide a one-time allowance up to \$200 to offset the acquisition cost of a wireless phone and activation fees. The amount of the allowance will be based on actual receipts. The value of the allowance for the phone will also be processed as additional taxable income to the employee.

In the event the phone is lost, stolen or damaged while in the performance of one's duties, the City, at the discretion of the Department Director and City Manager, may provide an additional allowance for an equivalent replacement phone up to a maximum of \$300, based upon actual receipts.

CITY FAXES, COPIERS AND OTHER OFFICE EQUIPMENT

The purpose of office equipment is to support the business operations of the City. Employees may use any City office equipment that is available to the general public. City business will always have priority access to the equipment. Employees will reimburse the City for any costs incurred according to the fee scheduled approved by City Council Resolution.

STANDARDS OF CONDUCT

We believe the City of Keizer is a great place to work and strive to do all we can as an organization to ensure that each and every employee has the opportunity to come to work each day feeling good about the services they will provide and to leave work each day confident they have given their best and are appreciated for doing so. We also believe that most employees prefer to work in an environment in which serious or repeated violations of the City's standards are not permitted.

With this in mind, we have established the following standards directed at specific areas of conduct, behavior and productivity. This list is not an exhaustive list of all directives, standards, expectations or situations that create cause for disciplinary action or termination. Additionally, not all directives or expectations are in written form. A supervisor's order is an example of a verbal directive.

Employees are required at all times to exercise ordinary common sense in situations not governed by specific directives and behave in a professional manner acceptable to the organization. The goal is to promote a harmonious work relationship with other employees, a positive public image, and to ensure our mission, goals and objectives are achieved. Employees are responsible for contacting a supervisor for clarification on standards they do not understand. It will not be an acceptable defense to claim ignorance of a standard if the employee has made no reasonable effort to seek an explanation.

When we determine a regular employee has committed an infraction, the employee will generally receive a verbal or a written warning prior to higher levels of discipline. However, each situation will be evaluated according to the circumstances involved, and the type of discipline administered will be based upon our determination of the seriousness of the offense or combination of offenses. Probationary and temporary/seasonal employees are considered "at will" employees and will not generally be given a warning prior to termination. It is important to note that some infractions may cause the employee to be subject to immediate suspension or discharge.

Note: Members of the Keizer Police Department are to refer to the Keizer Police Department Policy Manual, Section 341.2: TWENTYONE UNIFORM STANDARDS OF CONDUCT.

STANDARDS OF CONDUCT

Standards and potential infractions include, but are not limited to, the following:

1. Be on time and ready to work.

Potential infractions include, but are not limited to: Unsatisfactory attendance including unauthorized or excessive absenteeism, tardiness, failure to notify supervisor of intended absence or tardiness or failure to comply with other reporting policies;

2. Strive for quality in all work products.

Potential infractions include, but are not limited to: Careless, inaccurate, unreliable, or otherwise unsatisfactory work performance or productivity;

3. Respect coworkers.

Potential infractions include, but are not limited to: Interfering with or impeding any employee's work or City operations by excessive talking or gossiping, or creating other distractions and/or undermining the City with malicious gossip, rumors or similar conduct;

4. Perform a full day's work.

Potential infractions include, but are not limited to: Performing other than City work during work hours, deliberately delaying or limiting work tasks, or inciting others to delay or limit work tasks;

5. Work safely.

Potential infractions include, but are not limited to: Failure to follow safe working practices, provoking or instigating arguments, dissension or fights during working hours or on City premises or engaging in horseplay which results in injury or property damage, any unauthorized, careless act of destroying or damaging City property, tools or equipment, or the property of others on City premises, (Note: When we determine an employee has committed a serious safety violation, that employee is subject to immediate discharge);

6. Report accidents.

Potential infractions include, but are not limited to: Failure to promptly report an accident or injury or cooperate in accident or injury investigations;

7. Be ethical.

Potential infractions include, but are not limited to: Using City property for personal benefit or gain, violation of ethical practices as defined by our policies (such as unapproved outside employment) and/or the State of Oregon Government Standards and Practices (including receipt of Gifts and Gratuities as well as Political Activities);

8. Represent the City positively at all times.

Potential infractions include, but are not limited to: Engaging in off-duty conduct which negatively affects the City's reputation or interests, but is not, in our view, serious enough to justify discharge;

9. Be professional and comply with policies prohibiting discrimination, harassment and violence.

Potential infractions include, but are not limited to: Discriminatory behavior or harassment, threatening, intimidating, coercing or assaulting another employee, supervisor, member of the public, or business associate, violation of the City's Workplace Violence Policy, engaging in discriminatory behavior or harassment which we consider to be serious enough to justify immediate discharge;

10. Provide great customer service.

Potential infractions include, but are not limited to: Being rude or otherwise uncooperative in dealing with co-workers, managers, customers or business associates; failing to come to the aid of another member when a legitimate need is made known or is apparent;

11. Follow directions.

Potential infractions include, but are not limited to: Insubordination, including failure to follow any verbal or written job instructions issued by a person in the position of authority as determined by the City;

12. Be honest.

Potential infractions include, but are not limited to: Dishonesty of any type in both word and deed including, but not limited to: lying to a customer, misreporting facts or any other type of misrepresentation as well as altering or falsifying any City documents such as: time sheets, absence and sickness reports, expense reports, employment applications, or misrepresenting hours worked, including failure to record all hours worked, writing on another employee's time sheet, or allowing another employee to write on your time sheet without permission from management;

13. Follow policies & rules.

Potential infractions include, but are not limited to: Violating any City or Departmental policy or practice that is presently in effect or subsequently issued or any other conduct that is, in the view of the City, serious enough to justify discipline, discharge or suspension.

We believe these standards are clear and require little explanation. However, if you have any questions concerning the application or intent of these standards, please consult your supervisor or the Human Resources Department. Obviously, standards cannot be listed to cover every situation.

The Standards of Conduct list is intended to give you examples of some of the types of conduct that will lead the City to exercise its disciplinary options. Conduct not specifically mentioned will be disciplined according to the City's determination of the seriousness of the conduct in relation to the types of items listed above and the discipline applied in similar situations.

COMPLAINT PROCEDURE

Generally, a satisfactory solution to a workplace problem can be worked out provided the City knows about the problem. A satisfactory solution to the employee's problem may not result if the employee merely discusses it with their fellow employees, friends or family. We can only deal effectively with problems or complaints of which we are made aware. Therefore, to provide an effective and acceptable means for employees to bring workplace concerns and complaints to the City's attention, we have established a complaint procedure.

Employees who are covered by a collective bargaining agreement should refer to the grievance procedure in the applicable agreement for the steps that must be followed to resolve disputes related to interpretation and application of that agreement. This procedure does not substitute for the grievance procedures contained in collective bargaining agreements. It may, however, be used to resolve disputes that do not involve interpretation or application of such agreements.

Except as noted below, this procedure can be used for any type of concern or complaint, including concern or complaint regarding how discipline has been determined or applied in a specific situation. If you have any questions regarding what procedure you should follow to address a concern or resolve a particular dispute, contact the Human Resources Director.

STEP 1 –SUPERVISOR

You should discuss your concern or complaint informally with your supervisor as soon as possible after the event prompting that concern or complaint. The discussion should include your input regarding how you would like to see the matter resolved. Your supervisor will attempt to resolve the matter as soon as possible. If, because of the nature of a concern, you do not wish to discuss it with your Supervisor, you may consult with or seek advice from the Department Director, Human Resources Director or City Manager.

STEP 2 – DEPARTMENT DIRECTOR

In the event your concern or complaint is not addressed to your satisfaction by your supervisor, you can file a written statement detailing your concern and what you are seeking with your Department Director. Although we encourage you to do so as soon as possible, your statement should be filed no later than 10 working days of your Supervisor's response. Your Department Director will review the matter and determine whether additional information or meetings will be necessary. The Department Director's response will generally be issued within 10 working days of the date your statement is received.

STEP 3 – CITY MANAGER

In the event you are not satisfied with the Department Director's response, you may appeal to the City Manager. Appeals to the City Manager must be in writing and filed within 5 days of the Department Director's response. You must also attach all of the responses you received in Steps 1 through 2 of this procedure.

After reviewing all the information available, the City Manager will issue a final written decision within approximately 10 working days. The decision of the City Manager is final.

PLEASE NOTE

This complaint procedure does not apply to complaints involving discrimination/harassment or complaints involving retaliation for raising concerns related to unlawful discrimination or harassment.

See the Harassment Policy under the Equal Employment Opportunity section of this Manual.

PROGRESSIVE DISCIPLINE

It is the policy of the City to provide employees the opportunity to correct identified conduct whether performance or behavior, which may interfere with the accomplishment of the goals and objectives of the workplace; however, this manner of addressing conduct is at the discretion of the City Manager and does not apply to conduct the City determines is sufficiently serious to justify termination without progressive discipline. As part of the corrective action, there shall be specific notification to the employee that identifies the conduct, whether performance or behavior, that is of concern. This policy applies to all employees, except where language conflicts with a collective bargaining agreement.

Conduct of City employees may affect the ability of the City to serve its citizens and the taxpayers' impression of City government. Employee safety, productivity and morale are also dependent upon employee conduct. Corrective action is necessary when employee conduct is unsatisfactory and other actions to improve employee conduct have failed. The principles of progressive discipline apply to all regular full-time and part-time employees.

GENERAL GUIDELINES

Corrective action includes steps taken, short of termination of employment, that are designed to identify performance or behavior issues that are not acceptable. Discipline may be initiated for many reasons, including, but not limited to, violations of the Standards of Conduct listed in the previous section of this manual. The severity of the action generally depends on the nature of the offense and the employee's work record, and may range from verbal warning to dismissal.

STEPS OF PROGRESSIVE DISCIPLINE

Depending upon the facts and circumstances involved in each situation, management may choose to begin corrective action at any step up to and including dismissal. As previously mentioned, an employee's overall record, length of service and other mitigating factors may be considered in determining the appropriate degree of discipline to be imposed in a particular case. The City reserves the right to start at any level and to skip levels when the City determines it is warranted.

A. Verbal Warning

To correct identified conduct, whether performance or behavior, employees will generally be verbally warned once before receiving a written warning. Record of a verbal warning will not become part of the personnel file.

B. Written Warning

In the event of repeated identified conduct, whether performance or behavior, or a single serious violation of a City policy or rule that the City deems sufficient to justify a written warning, a written warning may be issued. A written warning does not need to be preceded by a verbal warning.

The employee will be required to sign and date acknowledging receipt of the written warning. A copy of the written warning will be placed in their personnel file. An employee may submit a written response, which will be placed in the personnel file along with the written warning.

C. Temporary Reduction in Pay in Lieu of Suspension

In addition to a written warning, the Department Director, with approval of the City Manager, may also temporarily reduce an employee's pay in an amount and duration as deemed appropriate.

D. Suspension without Pay

Prior to suspending an employee without pay, the Department Director must obtain approval of the City Manager. An employee who is suspended without pay must be given notice of the reasons for the action, the duration of the suspension, and the date and time the employee is expected to report back to work. A copy of this notice will be made part of the employee's personnel file.

E. Demotion

Demotion is the removal of an employee from their present position to a lower paying position or salary step. Prior to demoting an employee, the Department Director must obtain approval of the City Manager. A written statement of the reasons for such action shall be furnished to the employee, and a copy will be made a part of their personnel file. The employee will be required to sign the statement acknowledging receipt of a copy, and may file a written response to the statement provided by the Department Director.

F. Removal from Premium Pay Assignment

Prior to removing an employee from a Premium Pay Assignment, the Department Director must obtain approval of the City Manager. A written statement of the reasons for such action shall be furnished to the employee, and a copy will be made a part of their personnel file. The employee will be required to sign the statement acknowledging they received a copy of it, and may file a written response to the statement provided by the Department Director.

G. Dismissal

Dismissal may result if the employee violates City policy, commits serious misconduct or fails to improve the level of performance after corrective action has been taken. The City Manager must approve all dismissals.

If a Department Director determines there is cause to consider the dismissal of an employee, the Department Director shall notify the employee of the reason(s) that dismissal is being considered. The employee shall be provided with the facts upon which the actions are based. The Department Director shall afford the employee an informal opportunity to respond to the charges orally or in writing.

If you are not covered by a collective bargaining agreement and you feel you have been unfairly disciplined or discharged, we encourage you to utilize the "Grievance and Complaint Procedure" listed in this manual. Employees covered by collective bargaining are to refer to the grievance procedures in their applicable collective bargaining agreement.

EMPLOYEE RESIGNATIONS AND TERMINATIONS

RESIGNATIONS

Voluntary Resignation & Retirement: We hope that every employee's association with the City of Keizer will be pleasant and long-lasting. However, if an employee does resign or retire from the City, we request the courtesy of at least 15 days advanced written notice of your intent to resign. For employees in the position of Department Director, we ask that you provide at least 30 days advanced written notice of intent to resign or retire. Notice of resignation or retirement should be submitted to your immediate Supervisor, your Department Director or the Human Resources Director. Police Department employees are to submit resignation or retirement notice to the Chief of Police.

Unexcused Absence: You will be considered to have voluntarily resigned if you are absent for three(3) or more consecutive working days without notice to your Supervisor, your Department Director or the Human Resources Director.

Unexcused Leave: You will be considered to have voluntarily resigned if you fail to return from a leave of absence as arranged with the City, unless it is determined mitigating circumstances exist.

LAYOFFS

It is our goal to provide stable employment to our employees by operating the City effectively and efficiently. However, changes in our funding or operations may affect our employment needs. In the event we decide that it is necessary to eliminate or consolidate jobs or otherwise curtail operations, layoffs may be necessary.

For employees who are covered by a collective bargaining agreement, refer to the applicable section of that agreement. For non-represented employees, the determination of who shall be laid off will be made as follows: employees in the classification(s) affected by the layoff will be selected for layoff based on the City's evaluation of their overall work performance, as well as their skills and ability to perform the work remaining and the needs of the City. In the event we feel the performance, skills, abilities and versatility of the employees in the classifications we are considering for layoff are relatively equal for the remaining positions and the needs of the City, preference will be given to the employees with the longest length of service with the City. The City Manager will identify the factors to be considered in determining the performance, skills, abilities and versatility of employees for the purposes of application of this policy.

At least two weeks before the effective date of layoff for reasons other than discipline, the City Manager will give written notice of the termination to the employee, explaining the reason and providing a written evaluation of the employee's performance. Non-represented employees who are notified of layoff have recall rights to the position they occupied at the time of the layoff for up to twelve (12) months from date of layoff but no right to bump other employees out of positions. In the event an employee is recalled to work during this twelve (12) month period, he/she will be credited with the length of service at the time of the layoff for benefit eligibility purposes. Recall notices will be sent by certified mail to the last known address. It is the employee's responsibility to update their address with the City during this time and to respond to the notice within the timeframe provided (generally no more than 7 days from the date of the mailing or 5 days from the date of the receipt, whichever occurs later).

INVOLUNTARY TERMINATIONS

Employment with City of Keizer is considered “at will” during an employee’s initial probationary period. For all employees who are not covered by a collective bargaining agreement, the initial probationary period is generally 180 days (six months), except as otherwise referenced in policy. For represented employees, please refer to the applicable collective bargaining agreement. During an employee’s initial probationary period, the City of Keizer retains the right to terminate an employee with or without notice and with or without cause, except as prohibited by law.

Also, employees in certain high level positions are subject to termination “at will” under the City Charter (City Manager and City Attorney) for the duration of their employment. All such employees are also subject to the terms set forth in individual employment agreements. The terms of those agreements, including the “at will” employment clause, supersede any conflicting provisions of the City’s Personnel Policies.

For all other employees, the City retains the right to terminate employment for any cause that we determine sufficient after completion of initial probation. However, before an employee who has completed his/her probationary period is terminated for conduct we consider to be an “infraction” of the City’s standards, the City will follow the principles of progressive discipline. The City will notify the employee of area(s) of needed improvement and give the employee an opportunity to correct the behavior in question prior to termination. As previously stated, discipline may include verbal warning, written warning, suspension without pay, demotion or other steps the City feels are appropriate given the circumstances. Additionally, employees who have completed their probationary period, as well as probationary employees who are facing possible termination for reasons that involve immoral or indecent conduct, will be given “due process” rights prior to termination, consistent with applicable law.

Dismissal may result if the employee violates City policy, commits serious misconduct or fails to improve the level of performance or behavior the City considers acceptable after corrective action has been taken. City Manager approval is mandatory prior to dismissal. Employees may be placed on “suspension without pay” pending such approval. In addition, a pre-dismissal conference will be held in accordance with the Progressive Discipline Policy.

EXIT INTERVIEWS

Whenever possible, employees who leave the City’s employment will be given the opportunity to provide information regarding their perceptions of employment before their last day of work. Exit interviews will be conducted by the Human Resources Director using standardized forms.

REFERENCES

Non-law enforcement employees who leave our employment will be given the option of authorizing the City to release information regarding their work performance, attendance (excluding FMLA/OFLA and other protected leaves), interpersonal relations, etc. on forms available through the Human Resources Office. If departing employees do not sign these forms, reference check information will generally be limited to their length of employment, position and pay rate. The City does, however, reserve the right to share information with a prospective employer that, in its view, makes the employee unsuitable for the position sought.

All reference requests must be directed to the Human Resources Director for response. The Human Resources Director will determine what information is appropriate for disclosure. No employee may provide a reference, verbal or written, without the prior knowledge and approval of the Human Resources Director.

Law enforcement employees who leave the City's employment will be subject to background and reference checks as determined appropriate by the Keizer Police Department.

FINAL PAYCHECKS

If you are discharged by the City or are laid off with no expectation of recall, your final paycheck will be available by the end of the next business day following your termination or layoff. If you are laid off with the expectation that you will be returning to work within a short period (not to exceed 35 days) your final paycheck will be issued on the next payday. Your final paycheck will include all wages due and owing to you through your final day of employment as well as payment for earned and unused vacation benefits and compensatory time.

If you resign and provide at least 48 hours notice to the City, your final paycheck will be available on your last day of work or on the next business day if your last day falls on a Saturday, Sunday or holiday. If you resign and fail to provide at least 48 hours notice to the City, your final paycheck will be available within five days of your termination or on the next payday, whichever comes first.

HOLIDAY, VACATION AND OTHER PAID LEAVE BENEFITS

HOLIDAY LEAVE

The City of Keizer provides paid holiday leave as a part of its comprehensive benefits package. It is the policy of the City of Keizer to compensate employees for authorized holidays as scheduled and approved by the City Manager. This policy applies to all non-bargaining positions in the City of Keizer with the exception of those employees referenced below. The holiday leave of all employees covered by collective bargaining will be governed by the terms of the applicable collective bargaining agreement.

Exception: Holiday Leave does not apply to employees whose work schedules are other than the conventional Monday through Friday workweek (such as Patrol Sergeants or Sergeants working 10 hour shifts). See Floating Holiday Leave.

Eligibility

All regular and probationary full-time and part-time employees are entitled to holiday leave with pay based on the number of hours they are regularly scheduled to work.

Holidays Observed

The following holidays are City-paid holidays:

- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

Holiday on Weekends: Whenever a holiday falls on a Sunday, the following Monday shall be recognized as a holiday. If such holiday falls on a Saturday, the proceeding Friday shall be recognized as a holiday.

Holiday during Vacation or Sick Leave: An authorized holiday that occurs during vacation or sick leave shall be charged as holiday and not be charged against vacation or sick leave.

Holiday on Scheduled Day Off: When an authorized holiday falls on an employee's regularly scheduled day off, the holiday may be subsequently rescheduled, if possible, to another day within the same pay period, or the employee may be compensated in direct wages at the Supervisor's discretion.

COMPENSATORY LEAVE

You are encouraged to take accumulated compensatory time on a timely basis. An employee who requests use of accumulated compensatory time will be permitted to use such time within a reasonable period after making the request provided, in the City's determination, the granting of compensatory time would not unduly disrupt the operations of the department or the City. Employees who wish to take compensatory time off should request the time off at least one day in advance.

Requests for use of compensatory time should be made to your supervisor and must generally be taken in increments of at least $\frac{1}{4}$ hour. Department Directors may require different increments (such as $\frac{1}{2}$ hour) and/or a different length of time for advance notice to address operational needs and, if so, will provide information on this topic to employees.

For employees covered by the collective bargaining agreement with KPA, the payment and use of compensatory time is governed by the terms of that agreement. For all other employees, compensatory time accumulation shall not exceed sixty (60) hours with no time limit on when the hours must be used. Under extenuating circumstances, a supervisor may approve an accumulation over 60 hours with the written approval of the Department Director. Compensatory time off requests that would cause an undue disruption to operations will be denied. Consequently, employees are encouraged to provide as much advance notice as possible when requesting the use of compensatory time. All accrued compensatory time will be paid out upon separation from employment according to State and Federal requirements.

PAID PERSONAL LEAVE

Full-time employees shall receive 16 hours of paid Personal Leave each fiscal year. Part-time employees are eligible for a pro-rated amount (e.g. 20 hours = $\frac{1}{2}$ accrual, 30 hours = $\frac{3}{4}$ accrual) of Personal Leave. New employees accrue Personal Leave prorated based on their start date during the first fiscal year. For example: The fiscal year runs from July 1 through June 30. If the new full-time employee begins on January 2nd, they will receive 8 hours of paid Personal Leave. This policy applies to all full and part-time employees with the exception of those employees referenced below.

Personal Leave will be granted on July 1st of each fiscal year and must be requested, approved and utilized by June 30th of the same fiscal year. Personal Leave may be taken any time during the calendar year with advance approval of the employee's supervisor based on City needs. You should provide your Supervisor with sufficient advance notice in writing of your intention to take Personal Leave. Generally, personal leave days may be taken in one-hour increments. Personal leave may not be carried over to the following fiscal year or credited to another type of leave. Paid Personal Leave is provided to allow time off during employment and as such, is not compensable and is not paid at separation.

Any hours remaining in an employee's Personal Leave accrual bank will not be transferred to a Floating Holiday accrual bank when an employee is reassigned from a position receiving Personal Leave to a position receiving Floating Holidays (Police Department, non-bargaining). Therefore, employees are encouraged to take such leave prior to reassignment, if possible.

Exception: Holiday Leave does not apply to employees whose work schedules are other than the conventional Monday through Friday workweek (such as Patrol Sergeants or Sergeants working 10 hour shifts). See Floating Holiday Leave.

FLOATING HOLIDAY LEAVE

In lieu of authorized holidays and personal leave days, employees whose work schedules are outside the conventional Monday through Friday workweek (such as Patrol Sergeants and Sergeants who work a 10-hour shift) are entitled to take thirteen (13) paid floating holidays off each fiscal year. Floating holiday leave shall accrue bi-weekly as follows:

- Employees assigned to a twelve (12) hour shift accrue 6.00 hours floating holiday time.
- Employees assigned to a ten (10) hour shift accrue 5.00 hours floating holiday time.
- Employees assigned to an eight (8) hour shift accrue 4.00 hours floating holiday time.

Floating holiday time off may be scheduled and approved up to ninety (90) days in advance on a first come, first serve basis within each department. Holiday accrual shall not exceed twenty-four (24) hours.

Employees assigned to Floating Holidays will schedule holidays in good faith based on days available with their Supervisor's approval, which are to be withheld only to meet operational and staffing needs. Holiday time off not taken in accordance with this policy will be lost unless not taken or canceled by the department for operational reasons, in which case it will be paid.

VACATION LEAVE

To provide employees the opportunity for rest, recreation and personal activities, the City of Keizer provides paid vacation leave as a part of its comprehensive benefits package. The City believes that both employees and the City benefit when employees take personal time away from work to relax. As a result, the City has established a maximum vacation leave accrual amount. Employees who reach their maximum vacation benefit accumulation do not earn any additional vacation benefits until their vacation accumulation is dropped below the maximum. Therefore, all employees are encouraged to schedule time off each year.

This policy applies to all non-bargaining positions in the City of Keizer. The vacation leave of all employees covered by collective bargaining will be governed by the terms of the applicable collective bargaining agreement.

Eligibility

All regular full-time and part-time employees accrue vacation leave from the date of hire but may not request or use vacation leave until they have successfully completed their probationary period. Temporary and seasonal employees are not eligible and do not accrue vacation leave.

Accrual

Vacation leave accrual is earned by regular employees based on length of continuous service with the City and the number of hours they are regularly scheduled to work. Vacation leave accrues bi-weekly as follows for regular full-time employees:

- 4.62 hours commencing with the first month through the 48th month (1-4 years);
- 5.54 hours commencing with the 49th month through 108th month (5-9 years);
- 6.15 hours commencing with the 109th month through the 168th month (10-14 years);
- 7.70 hours after the 168th month (15 years and up).

Part-time employees are eligible for a pro-rated amount (e.g. 20 hours = ½ accrual, 30 hours = ¾ accrual) of Vacation leave accrual listed for Full-Time employees.

No vacation time will accrue during a period while you are on an unpaid leave of absence that exceeds thirty (30) days in duration, or are receiving workers' compensation benefits.

The maximum number of hours of vacation you may accrue is 400 hours.

Scheduling Vacation

Except when a Department Director or City Manager determines that use of vacation leave is inappropriate, employees are strongly recommended to use at least forty (40) consecutive hours of vacation leave at least once each calendar year. An extended break is important for health and wellness and it is the goal of the City that each employee has the opportunity for such a break each year.

Vacations may be taken any time during the calendar year with advance approval of the employee's supervisor based on City needs. You should provide your Supervisor with sufficient advance notice in writing of your intention to take vacation. Vacations may be taken in increments of hourly, daily, or weekly. Department Directors may institute requirements regarding consecutive hours of vacation leave to address operational needs and, if so, will provide those requirements to employees.

At the City Manager's discretion, based on unusual extenuating circumstances and availability of budgeted funds, the City Manager may allow an employee to cash out vacation pay.

Effect of Holiday: When an authorized legal holiday occurs during the vacation period, that day will be observed as a holiday and will not be deducted from your earned vacation leave.

Effect of Separation: If you are discharged, resign or the employment relationship is otherwise terminated, your final paycheck will include payment for all earned and unused vacation benefits through your last full day of employment with the City.

EXCEPTIONAL PERFORMANCE RECOGNITION LEAVE WITH PAY

The City Manager may grant exceptional performance recognition leave with pay to reward an employee for extraordinary performance as described below. The leave may be awarded to any employee whose achievement or demonstrated performance has been deemed by the City Manager an outstanding contribution to City goals and objectives.

This leave is not an entitlement, is not to be automatically awarded each fiscal year, and is to be judiciously awarded at the City Manager's discretion.

Department Directors who wish to recommend an employee for Exceptional Performance Recognition Leave with Pay must submit a memo outlining their recommendation to the City Manager. The memo should include a description of the employee's exceptional performance and explains how the performance is above and beyond the employee's general position responsibilities. Department Directors shall maintain records that include the reason the leave was awarded, and the amount of leave granted and taken.

This leave is:

- Compensable only in the form of leave; and
- Not to exceed 40 hours in a fiscal year; and
- Not cumulative from fiscal year to fiscal year.

The Department Director shall use their discretion in determining whether notification of leave awarded is a public event or a one-on-one acknowledgement. The Department Director and the employee granted leave shall mutually agree upon when the leave may be taken.

For more information on these leave of absence policies, contact the Human Resources Director. In all circumstances, the City's policy will be interpreted and applied in accordance with applicable state and federal regulations.

SICK LEAVE

ELIGIBILITY AND ACCRUAL

This policy applies to all non-bargaining positions in the City of Keizer. The sick leave of all employees covered by collective bargaining will be governed by the terms of the applicable collective bargaining agreement.

All probationary and regular full-time employees, as well as probationary and regular part-time employees are eligible to earn paid sick leave benefits. Seasonal and temporary employees are not eligible to earn or receive any paid sick leave benefits.

Sick leave accrues and is available for use from the date of hire. Full-time employees accrue sick leave at the rate of eight (8) hours for each calendar month of service, or 3.7 hours bi-weekly. Part-time employees are eligible for a pro-rated amount (e.g. 20 hours = $\frac{1}{2}$ accrual, 30 hours = $\frac{3}{4}$ accrual) of sick leave benefits listed for Full-Time employees. Employees shall be entitled to unlimited sick leave accrual. Unused sick leave will be continually carried forward to the next year.

If an employee runs out of sick leave, any additional sick time missed is automatically deducted from the employee's other available accrued leave. If the leave is for a qualified FMLA or OFLA purpose, all leaves of absence used shall be counted against the employee's family leave entitlement. If no leave is available, the employee may take leave without pay. During a leave of absence without pay of more than 30 consecutive calendar days, sick leave does not accrue except as required by state or federal law.

USE OF PAID SICK LEAVE

Paid sick leave can be used **only** for the following reasons:

1. For bona fide off-the-job employee injuries or illnesses which prevent you from reporting to work;
2. To attend your own medical or dental appointments or when necessary to transport or accompany a member of your immediate family to a medical or dental appointment, subject to the conditions set forth below. (Please note that in order to avoid disruption to our operations, City expects employees to schedule such appointments during their off-duty hours whenever possible);
3. When your presence is actually needed to care for a sick child or an immediate family member with a serious health condition in accordance with applicable law (Please note that employees will be required to use any accrued and unused sick leave benefits during periods of family medical leave before unpaid time off will be granted.); and
4. To make up the difference between workers' compensation time loss benefits and your regular straight-time wage rate.

For the purposes of this section, the definition of immediate family includes:

- Members of the employee's immediate household;
- The employee's spouse, parents, or children as defined in the federal Family and Medical Leave Act (FMLA);
- The employee's parents-in-law, grandparents, grandchildren and domestic partner, as defined in OFLA;
- The employee's domestic partner as designated in an Affidavit of Domestic Partnership on file with Human Resources; and
- The children and parents of such domestic partner, defined as if the domestic partner was the employee's spouse.

REPORTING SICK LEAVE

If you must be absent for any reason listed above, you must report your need to be absent directly to your supervisor as early as possible before the beginning of your shift but at least one (1) hour prior to start time, unless you are unable to report due to incapacitation.

In case of a continuing illness or injury, you must keep your immediate supervisor advised of your ability to report to work on a daily basis. However, daily notice will not be required in situations where you have submitted written verification from your doctor or health care professional of your need to be absent from work for a definite period or as otherwise approved by your supervisor.

Department reporting procedures may be more restrictive than described in this section. If so, please follow procedures as established by your Department Director. If you have any questions regarding appropriate reporting procedures, please contact your supervisor immediately.

VERIFICATION

The City may require an employee to submit written certification from a physician or other acceptable verification of eligibility to receive sick leave benefit or determination of risk with return to work, under any of the following conditions:

1. Whenever the employee's absence exceeds three (3) consecutive workdays;
2. Whenever the City has reason to believe the employee's presence or return to work would present a health hazard to either the employee, coworkers in their vicinity or the public.
3. Whenever the City can articulate reasonable cause to believe that a misuse or abuse of sick leave has occurred, including questionable usage, questionable patterns of usage or calling in sick on a previously denied day off, provided the employee has been previously notified by a Supervisor, Department Director or Human Resources representative that, due to such concerns, future verification will be required. Employees notified of such reasonable cause may be required to furnish a doctor's certificate for each use of sick leave for a period not to exceed six (6) months following the notice.

In the event verification is required, it must be provided to the Human Resources Director and it must be submitted within fifteen (15) days of the date of the request. All medical expenses incurred by the employee in complying with verification requests that are not covered by insurance will be reimbursed by the City.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Personal and confidential medical information of all employees is protected by the Health Insurance Portability and Accountability Act (HIPAA). All employees are encouraged to refrain from discussing or sharing protected health information with their co-workers. All information referring to employee health or other medical information must be maintained exclusively by Human Resources in a confidential medical file. Departments shall not require, receive or retain any employee's personal health information.

Supervisors or their designee may question employees only to the degree necessary for the approval of leave or for the operation of their function. Supervisors may not require an individual to provide specific health information. Supervisors shall refer any specific health information inquiries directly to the Human Resources Director. Supervisors shall guard against speaking in any manner that can be overheard by others when discussing employee health information. Use of email to anyone which may identify any individual's health condition is prohibited. Workers' Compensation issues are exempt from the HIPAA regulations.

All complaints regarding the handling and/or use of personal health information (PHI) should be directed to the Human Resources Director.

ABUSE OF SICK LEAVE

Sick leave is intended to provide compensation to employees who are unable to work for one of the reasons permitted under this section of the Personnel Policy Manual. Employees are permitted to use sick leave only for those reasons.

It is the responsibility of all employees to become familiar with the reasons for which sick leave can be used. Giving false information to obtain sick leave benefits or acceptance of sick leave benefits for reasons other than those listed above will be considered misuse of sick leave and will be grounds for disciplinary action, up to and including discharge.

In addition, all employees are expected to cooperate with efforts by the City to ensure compliance with this policy. The obligation to cooperate includes, but is not limited to, the obligation to respond to requests for information regarding the reasons for absences and requests for medical verification. Failure to cooperate with efforts to ensure compliance will also be considered grounds for disciplinary action, up to and including discharge.

DONATION OF SICK AND VACATION LEAVE

An employee may donate up to forty (40) hours of sick or vacation leave per calendar year to a donated leave bank administered by the City as long as they maintain at least 40 hours in both their sick and vacation leave banks on an ongoing basis.

To be eligible to receive donated leave, an employee must:

- have a serious illness or medical condition or be caring for a family member with a serious illness or medical condition that requires a prolonged absence from work;
- have exhausted all sick leave, compensatory time, vacation and holiday time;
- not be eligible for disability benefits under PERS or the City's long term disability benefits prior to receipt of any donated sick leave; and
- anticipate to be absent from work at least two weeks beyond exhaustion of all leave banks.

Employees do not accrue sick leave, vacation pay or other benefits during the time they are on donated leave. Donated time cannot be used to extend the employment of an employee who will not be returning to work.

Applications for donated leave must be made to Human Resources, in writing, and must describe the serious illness or medical condition necessitating the leave. Human Resources will determine whether the illness or medication condition satisfies eligibility requirements. It is important to note that donated sick and vacation leave are provided only in emergency and serious circumstances and are not to be considered a back-up general sick leave bank. If you have questions about whether your situation would qualify, please contact Human Resources to discuss your situation.

All applications for donated leave must be approved by the City in advance. Donated sick leave will be based on a 2 hours for 1 hour (2:1) exchange, without regard to differences in the pay rate between the employee donating and the employee receiving the donation and will be paid out at the receiving employee's normal rate of pay. In other words, for every 2 hours a coworker donates, one hour will be provided to the eligible employee. Donated vacation leave will be based on an hour for hour (1:1) exchange, without regard to differences in the pay rate between the employee donating and the employee receiving the donation and will be paid out at the receiving employee's normal rate of pay.

SICK LEAVE WITHOUT PAY

Upon written application, a leave of absence without pay for non-job related medical reasons may be granted by the City Manager for the remaining period of disability after earned sick leave and other accrued leaves have been exhausted. At the end of one year, an extension must be requested in writing and approved by the City Manager, who may require that the employee submit a certificate from the attending physician. In the event of a failure or refusal to supply the certificate or if the certificate does not clearly show sufficient disability to preclude the employee from the performance of duties, the leave of absence without pay will be canceled and his/her employment will be terminated.

EFFECT OF SEPARATION

No payment for accrued sick leave will be paid upon separation.

Upon retirement, fifty percent (50%) of unused sick leave accrual shall be credited toward a retirement benefit or paid out. For the purposes of this policy, 'retirement' means 'retired for service or disability' under the employee's applicable retirement plan. See the Retirement Policy for further details.

Upon the death of an employee, fifty percent (50%) of their unused sick leave accrual shall be paid to their beneficiary listed on the employee's life insurance policy carried by the City.

OTHER LEAVES OF ABSENCE

When employees are hired, it is expected that they will work continuously as needed. We do, however, recognize that uncontrollable conditions do arise, which require employees to take temporary leaves of absence from employment.

During a period of leave of absence, no wages or benefits are accrued or paid, unless specifically stated in this Personnel Policy Manual or required by law. Except as prohibited by law, employees will be required to use any accrued and unused paid leave benefits (e.g. vacation, personal leave and/or sick leave, as appropriate to the circumstance) before any unpaid time off is granted. Employees who wish to continue their health insurance benefit during the period of a leave of absence are referred to the Health Insurance Benefits section of this Personnel Policy Manual for an explanation of how long the City will continue to pay its portion of the insurance contribution. For more information, including when employee premium payment is due during leave, contact Human Resources.

All leaves of absence must be requested by the employee in writing and approved by the Department Director in order to allow us to make arrangements for proper staffing during your absence. Employees who do not notify the City and/or fail to obtain approval for leaves of absence will be considered absent without authorization.

REQUESTING PERSONAL LEAVE OF ABSENCE

Regular employees may request and be granted a personal leave of absence of up to 90 days upon showing good cause and provided the City determines the leave can be scheduled without adversely affecting the operation of the organization. Personal leave may be granted for short periods as well as extended absences.

Requests for personal leaves of absence must be made in writing as far in advance as possible and must specify a starting and ending date as well as the reason for the requested leave. A request for a leave of absence for up to thirty (30) consecutive calendar days must be approved by the Department Director. A request in excess of thirty (30) consecutive calendar days must be approved by the Department Director and City Manager.

The City will determine when sufficient cause exists at its discretion. A leave of absence will not be granted to work another job or seek employment or career opportunities elsewhere. Use of leave for a purpose other than that requested may be cause for disciplinary action up to and including termination.

Employees returning from a personal leave of absence are not guaranteed reemployment, unless such agreement is in writing and approved by the Department Director. Reemployment will generally be subject to the availability of a position that the City determines is suited to an employee's skills, qualifications and experience. Failure on the part of the employee to promptly report back to work at the expiration of the leave or authorized extension will be regarded as a voluntary resignation.

BEREAVEMENT LEAVE

Following a death in the employee's immediate family, the employee is entitled to a maximum of three (3) days bereavement leave with pay, plus two (2) additional days available chargeable to any accrued leave. Any additional time off must be approved by the Department Director and will require the employee to use accrued leave. For purposes of this section, the immediate family includes: mother, father, son, daughter, sibling, husband, wife, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents and grandchildren. It also includes persons who qualify as domestic partners under applicable law, as well as the mother, father, son, daughter, siblings, grandparents and grandchildren of such domestic partners.

MILITARY LEAVE

Employees who serve in the U.S. Armed Forces, National Guard or Reserves are granted an unpaid leave of absence for the period of their military service and training and will also be provided reinstatement in accordance with applicable law. In addition, employees who have completed six continuous months of service with the City and who are required to participate in annual active duty training as a member of the National Guard, National Guard Reserve or any reserve component of the Armed Forces or of the United States Public Health Service will be provided with a paid leave of absence for the number of days the employee would normally be scheduled to work within a 15 calendar day period, in accordance with applicable law. If you have any questions regarding military leave, contact the Human Resources Director.

JURY DUTY AND WITNESS LEAVE

The City recognizes the duty of individuals to serve as jurors and subpoenaed witnesses in matters not related to the City. Any employee notified of selection to serve as a member of a jury or subpoenaed as a witness in court before a judge, legislative committee, administrative proceeding or other official board or body with authority to conduct a hearing or inquiry should notify their supervisor as soon as possible after receiving notice. Supervisors may request an employee to attempt to reschedule jury duty, if possible, if time off is inconvenient for the City.

All employees called to serve as jurors or subpoenaed as a witness will, upon proper verification, be granted a leave of absence for the period of required service. Upon proper verification, probationary and regular status employees will receive their regular rate of pay for the hours they would have been scheduled to work during the jury or witness service. Seasonal and temporary employees are not eligible for paid jury duty leave.

An employee called for jury duty or to serve as a witness will be required to return to work if they are excused from witness or jury duty during their regular workday. Employees eligible for paid jury duty leave must turn over to the Finance Department the amount of any jury or witness service fees (excluding all reimbursed expenses, e.g. mileage).

FAMILY MEDICAL LEAVE, PARENTAL OR PREGNANCY LEAVE (FMLA)

The City is covered by the Federal Family Medical Leave Act (FMLA) as well as the Oregon Family Leave Act (OFLA). Please note that an employee may be entitled to more than one type of leave for the same absence. If so, the leaves will run concurrently unless specifically prohibited by law. It is important to note that neither FMLA nor OFLA leave is paid leave. In simplest terms, they are federal and state acts that protect the employee's right to take leave and have a job when they return. Employees must utilize accrued leave while they are out on either FMLA or OFLA leave. The information and definitions below are listed as required by federal and state law. As the laws are quite complicated, for additional information and assistance with these leave of absence policies as well as clarification of how they may apply to your individual situation, please contact the Human Resources Department.

Eligibility and Amount of Federal FMLA Leave

To be eligible for FMLA benefits, you must have worked for the City for a total of at least 12 months and have worked at least 1,250 hours over the previous 12 months. You must also work at a location where the City employs 50 or more employees within 75 miles. An eligible employee is entitled to a total of 12 workweeks of unpaid leave during a 12 month period measured forward from the first date you use any FMLA leave, for one or more of the following reasons:

1. For the birth or placement of a child for adoption or foster care;
2. To care for an immediate family member (spouse, child or parent), with a serious health condition. *(Note: OFLA covers family members in addition to those covered under FMLA. See the Oregon Family Leave Section below for more information.)*
3. To care for a covered service member with a serious injury or illness, if the employee is the spouse, son, daughter, parent or next-of-kin of the service member. *(Note: an eligible employee is entitled to a total of 26 workweeks of leave for this purpose during a single 12-month period, measured forward from the first date the employee uses covered service member leave as required by law);*
4. To take medical leave when the employee is unable to work because of a serious health condition; or
5. Because of qualifying exigencies arising out of the fact that the employee's spouse, son, daughter or parent is on active duty under a federal call (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation, as outlined below and required by law. To be eligible for qualifying exigency leave, an employee's family member must serve in the Regular Armed Forces, Army National Guard, Army Reserve, Navy Reserve, Marine Corp Reserve, Air National Guard, Air Force Reserve, Coast Guard Reserve, or be a retiree of the Regular Armed Forces or Reserves.

Note: Important additional information regarding covered service members is listed at the end of this section of policy.

Definition of Serious Health Condition under FMLA

"Serious health condition" under the federal law means an illness, injury, impairment, or physical or mental condition that involves:

- a. Hospital Care: Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.
- b. Absence Plus Treatment: A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:
 - Treatment two or more times by a healthcare provider, by a nurse or physician's assistant under direct supervision of a healthcare provider, or by a provider of healthcare services (e.g., physical therapist) under orders of, or on referral by, a healthcare provider; or
 - Treatment by a healthcare provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
 - In order to qualify, the first, in person treatment must take place within seven (7) days of the first day of incapacity. Also, except under extenuating circumstances, the second treatment must occur within thirty (30) days of the first day of incapacity.
- c. Pregnancy: Any period of incapacity due to pregnancy, or for prenatal care.
- d. Chronic Conditions Requiring Treatments: A chronic condition which:
 - Requires periodic visits (including at least two per year) for treatment by a healthcare provider, or by a nurse or physician's assistant under direct supervision of a healthcare provider;
 - Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- e. Permanent/Long-term Conditions Requiring Supervision: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, severe stroke, or terminal stages of disease.
- f. Multiple Treatments (Non-Chronic Conditions): Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

"Incapacity" means the inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.

"Treatment" includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical, eye or dental examinations.

A regimen of "continuing treatment" includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

Wages and Benefits During FMLA

A family leave is without payment of wages. You will, however, be required to use accrued paid leave during FMLA leave (e.g. sick and vacation leave) in accordance with City policy and applicable law. Employees who are absent due to on-the-job serious health conditions are eligible for workers' compensation benefits. The City will maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. In some instances, the City may recover premiums they paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

Reinstatement from FMLA

In order to have reinstatement rights when you are returning from family leave you must request reinstatement promptly upon the expiration of leave. If you make a timely request for reinstatement and comply with other requirements under the federal regulations, you will be reinstated to your former position in accordance with applicable law. If you cannot be reinstated to your former position because that position no longer exists, you will be reinstated to an available, equivalent position in accordance with applicable law. The use of FMLA leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave that was not used during leave.

Notice, Communication & Certification Requirements

When you use FMLA leave, you will be required to provide the following:

- Thirty (30) days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, you must provide notice as soon as practicable. You must also generally comply with the City's normal attendance call-in procedures;
- Employees needing FMLA leave must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform the job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees must also notify the City if the requested leave is for a reason for which FMLA leave was previously taken or certified.
- Medical certification of the need for leave due to a serious health condition affecting the employee or an immediate family member;
- Medical certification of the need for leave due to the serious injury or illness of a spouse, son, daughter, parent, or next of kin who is a covered service-member;
- Certification of the need for qualifying exigency leaves;
- Second or third medical opinions (at the City's expense) and periodic re-certifications as the City determines necessary;
- Weekly reports during FMLA leave regarding your status and intent to return to work; and
- Fitness for duty certification upon return to work.

All employees who are either fully or partially released to return to work must report to the City immediately upon receipt of the release. When leave is needed to care for an immediate family member or the employee's own illness and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the City's operation.

When an employee gives notice of the need for an FMLA qualifying leave, the City will notify you whether you are eligible under FMLA and will give you additional, specific information on your rights and responsibilities. If you are not eligible, you will be given a reason for why you have been determined to be ineligible.

Important Information Specific to Covered Service Members

In the event that an employee uses both covered service member and one or more other types of FMLA leave during the same leave year, the employee will be granted a maximum combined total of 26 workweeks of leave. However, no more than 12 workweeks can be used for any purpose other than covered service member leave, and additional restrictions apply to qualified exigency leave as outlined below. Also, spouses employed by the City are jointly entitled to a combined total of 12 workweeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent who has a serious health condition. Leave for birth or placement for adoption or foster care must conclude within twelve (12) months of the birth or placement. Likewise, spouses employed by the City, taking leave for a covered service-member are jointly entitled to a combined total of 26 weeks of leave during the single 12 month period in accordance with applicable law.

Under some circumstances, employees may take leave intermittently, which means taking leave in blocks of time or by reducing their normal weekly or daily work schedule. If leave is for a birth or placement for adoption or foster care, use of intermittent leave is subject to the City's approval. However, FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member or covered service member, because the employee is seriously ill and unable to work, or due to qualifying exigencies.

A "Covered Service-Member" is a member of the Armed Forces, including the National guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

Next-of-Kin: An employee's Next-of-Kin for military caregiver leave, includes the nearest blood relative other than the covered service member's spouse, parent, son, or daughter in the following priority: Blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins. The covered service member may also designate, in writing, another blood relative as their "Next-of-Kin" for FMLA purposes. That designation shall control the determination.

Qualifying Exigency: Under the FMLA, Qualifying Exigencies include:

1. Short-Notice Deployment: Up to seven (7) calendar days of leave may be taken to address any issue that arises from the fact that a covered military member is notified of an impending call or order to active duty for a contingency operation seven or fewer calendar days prior to the date of deployment. This leave may be used beginning on the date the military member is notified of the deployment.
2. Military Events and Related Activities: Attendance at any official ceremony or program sponsored by the military and related to the active duty of the covered military member, or attendance at family support or other assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty of the covered military member.

3. Childcare and School Activities: To arrange for alternative childcare, to provide childcare on an urgent, immediate need basis (not regular, ongoing care), to enroll or transfer to a new school or day care facility, or to attend meetings with staff of a school or day care. In all cases, the need must be caused by the active duty or call to active duty status of a covered military member and covered family member.
4. Financial and Legal Arrangements: To make or update financial or legal arrangements to address the covered military members' absence (such as preparing financial and healthcare powers of attorney, updating wills, etc.); to act as the covered military member's representative before a federal, state or local agency for obtaining, arranging or appealing military service benefits (while on active duty, or within 90 days following termination of active duty only); and attending counseling (provided by someone other than a healthcare provider for yourself) for the covered military member, of their covered child, if that counseling is needed due to the active duty or call to active duty status.
5. Rest and Recuperation: Up to five (5) days of leave may be taken (per instance of rest and recuperation leave) to spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during the period of deployment.
6. Post-Deployment Activities: To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the covered service member's active duty status; or to address issues arising from the death of a covered service member (such as recovering the body, making funeral arrangements, etc).
7. Other activities as agreed to by the City.

Employees who believe their FMLA rights have been violated are encouraged to contact the City Manager to discuss their concerns. In addition, you may contact the US Department of Labor or bring a private action. Also, employees should note that the FMLA does not affect any Federal or State law or collective bargaining agreement which provides greater family or medical leave rights. FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

For more information on these leave of absence policies, contact the Human Resources Director. In all circumstances, the City's policy will be interpreted and applied in accordance with applicable state and federal regulations.

OREGON FAMILY LEAVE

If you are an employee who has been employed at least one hundred eighty (180) days immediately preceding the date your family leave would begin and you have worked an average of twenty-five (25) hours per week during that time, you are eligible for Oregon family leave of up to twelve (12) weeks in a twelve month period measured forward from the date the employee first uses any OFLA leave in accordance with applicable law. (Employees are not required to work the 25-hour minimum average in order to qualify to use family leave for parental leave).

Like federal law, OFLA provides eligible employees with family leave for their own serious health conditions, a family member's serious health conditions and to bond with a newborn, newly adopted, newly placed minor or adult disabled child, etc. In addition, OFLA provides eligible employees with family leave to care for grandparents, grandchildren, parents-in-law, step-children, same-sex domestic partners and their parents or children.

OFLA also allows eligible employees to take family leave to care for the non-serious illnesses of their children and to take extra family leave during pregnancy/childbirth, as well as to spend time with a spouse who is a member of the Armed Forces of the United States, the National Guard or the military reserve forces of the United States, and has been notified of an impending call or order to active duty or who has been deployed.

Benefits available under OFLA and FMLA are similar and you may be eligible for leave under one or both of these laws for the same absence. If both laws apply, the leaves will run concurrently except in cases of workers compensation absences. However, OFLA leave does not run concurrently with workers' compensation leave.

More detailed information about eligibility and benefits available under OFLA is available from the Human Resources Department.

OTHER MEDICAL LEAVES

Occasionally, employees are required to be absent from work for extended periods of time due to serious on or off-the-job injuries or illnesses that are not covered by FMLA or OFLA. In such circumstances, employees should contact the Human Resources Director regarding a medical leave of absence. Employees who are absent from work due to work-related illnesses and injuries are eligible to receive workers' compensation benefits.

Employees on a medical leave of absence are required to report to their supervisor on their status, progress and anticipated date of return to work at least once a week, unless they have received written approval to be absent until a specific date. Reporting to a co-worker or another person will not be sufficient to comply with this reporting requirement unless specifically directed by the Department Director. The reemployment of persons returning from medical leave is subject to the availability of suitable work. The City will, however, comply with applicable laws.

All employees who are released to return to work from a medical leave for extended off-the-job injuries or illnesses must request return to work immediately after receipt of a full or light duty release from your doctor.

DOMESTIC VIOLENCE LEAVE AND ACCOMODATION

If you have worked for the City for at least 180 days; have worked an average of 25 or more hours per week during the past 180 days and you are the victim of domestic violence, sexual assault or stalking or the parent of a minor child or dependent who is the victim of domestic violence, sexual assault or stalking, you are eligible for reasonable unpaid leaves of absence for the following purposes:

- To seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or his/her minor child or dependant (including preparing for and participating in protective order proceedings or other criminal or civil proceedings) related to domestic violence, sexual assault or stalking of the employee or his/her minor child or dependent;
- To seek medical treatment or recover from injuries caused by domestic violence or sexual assault or stalking of the employee or his/her minor child or dependent;
- To obtain or assist a minor child or dependent in obtaining counseling from a licensed mental health professional related to domestic violence, sexual assault or stalking;
- To obtain services from a prosecutor provided or non-profit victim services provider for the employee or his/her minor child or dependent; or
- To relocate or take steps to secure an existing home to ensure the health and safety of the employee or his/her minor child or dependent.

Requesting Leave

Eligible employees should contact the Human Resources Director to request a leave. Verification of the need for leave will be required, and employees will be required to use any accrued paid leave benefits before unpaid time off will be granted. Requests for domestic violence leave and all supporting documentation will be treated confidentially.

Requesting Other Accommodations

The City will also make reasonable accommodations for victims of domestic violence, sexual assault or stalking as required by law. Employees who need workplace accommodations should promptly contact the Human Resources Director to discuss reasonable alternatives and options. Verification of the need for accommodation will be required. Requests and all supporting documentation will be treated confidentially.

WORKERS' COMPENSATION

All employees are covered for on-the-job injuries and occupational illnesses under the state workers' compensation law. When an employee must take time off due to occupational illness or on-the-job injury, they will receive workers compensation in accordance with state law. In addition, for the first one hundred and eighty (180) days following official designation of such illnesses or injuries or an aggravation of an original illness or injury, the City will supplement the employee's workers' compensation time loss benefits up to the employee's regular salary after taxes. After one hundred and eighty (180) days following an occupational illness or on-the-job or injury or aggravation, the employee is required to use available sick leave to make up the difference between workers' compensation time loss payments and his/her regular salary after taxes, until such time as the employee is eligible to receive disability benefits under PERS or the City's long term disability insurance policy.

In the event the employee's sick leave bank is exhausted, his/her accrued compensatory time, vacation time or holiday pay will be used to make up the difference between the employee's workers compensation benefits and the employee's regular salary after taxes until such time as the employee is eligible to receive disability benefits under PERS or the City's long term disability plan. Employees may designate the order in which they want to use other paid leave accruals. In the event an employee fails to make such a designation in advance of issuance of his/her first paycheck following the commencement of the absence, the City will use his/her compensatory time first, followed by holiday banks, then accrued vacation. Employees may be allowed to use other paid leave accruals, as described above, before depleting sick leave with the City's approval.

Employees will continue to accrue sick leave and vacation leave while they are off work due to an on-the-job injury or occupational illness, as long as they are receiving time loss benefits. In the event time loss benefits end, the employee will continue to accrue sick leave and vacation leave benefits until his/her sick leave and other paid leave banks have been depleted and for 30 consecutive calendar days immediately following depletion of paid leave.

All employees who are released to return to work from on-the-job injuries or illnesses must request return to work as soon as possible but no later than seven (7) days after receipt of notice by certified mail from our workers' compensation insurer that you have been released to return to work by your doctor. This applies to limited and full duty releases. Employees who must take time off from work due to on-the-job injuries and occupational illnesses are entitled to reinstatement for up to three (3) years, consistent with applicable law.

EARLY RETURN TO WORK

The City wants to assist employees who have sustained compensable on-the-job injuries or occupational illness to return to work as soon as possible. Although the City does not have any bona fide "light duty" classification or position, temporary light duty or modified work during the period of medical recovery may be provided to injured employees who are unable to perform their regular job duties. This option will be administered to best serve the City's business needs and may not be available for all job classifications or during certain periods when workload demands do not allow flexibility for conversion of full-time work to light duty or modified status. If light duty or modified work is provided, a written release signed by the attending physician must be on file before work may begin. Once an employee becomes medically stationary, they are no longer eligible to participate in light-duty assignments. The City will, however, comply with its obligations under state and federal disability statutes.

ADMINISTRATIVE LEAVE

An employee may be placed on paid or unpaid Administrative Leave at the City's discretion. Administrative Leaves are not disciplinary in nature and may be used as the City determines appropriate, such as during the course of internal investigations (e.g. after officer involved shootings, investigations of possible misconduct, etc.). Details regarding the reason for leave, duration and employee requirements during leave will be provided in writing at the time the employee is placed on administrative leave.

HEALTH INSURANCE BENEFITS

The City provides generous health insurance benefits for its eligible employees and their dependent family members. While we hope to be able to continue to provide generous benefit packages in the future, the City reserves the right to change or discontinue any benefit plan at any time as we determine appropriate for the management of City operations. The scope of insurance benefits is determined annually by the City's Management Team.

ELIGIBILITY

Medical and dental insurance benefits are provided to regular full-time and regular part-time employees. Seasonal and temporary employees are not eligible to participate in our medical and dental insurance plans. Coverage for regular full-time employees includes dependent family members. Part-time employees will be responsible for paying the premiums for dependent coverage if they choose such coverage.

Regular part-time employees who are temporarily reclassified to regular full-time for a period of 30 days or more will be eligible for full-time benefits during the reclassification period, effective the first of the month following the appointment.

Coverage for eligible employees begins on the first day of the month following the date of hire. Eligible employees must submit an enrollment form to the Human Resources Department in order to have coverage. It is your responsibility to submit the fully completed enrollment form on a timely basis. Failure to do so may result in delays or denial of coverage by our insurance carriers, so be sure to submit your enrollment forms promptly. It is also your responsibility to notify the Human Resources Department of any changes in your family or employment situation (major life event such as birth, death, change in dependent status, etc.) that require a change in coverage. You will then be provided with the appropriate forms and information to make such changes.

CONTRIBUTIONS TO PREMIUMS

The City pays a portion of the monthly premium as authorized by the City Council. Employees are responsible for paying the remainder, if any. Eligible employees who wish to participate in the City's medical and dental insurance plans and/or to provide coverage for their dependent family members will be requested to authorize deductions from their paychecks for their portion of the premium.

CHANGES IN COVERAGE AND BENEFITS

Employees should note that it may become necessary to discontinue provision of health insurance benefits entirely or to change the City's premium contribution levels, insurance carriers or plans at any time. You will be notified prior to any such change. All disputes regarding coverage and scope of benefits, etc. must be directed to the respective provider of the benefit.

TERMINATION OF COVERAGE

Covered employees continue to be eligible for the City's contribution to premiums while they are being compensated by the City and continue to work as an eligible employee. Coverage through City paid contributions will end on the last day of the month in which an employee resigns, is terminated, laid off or otherwise stops working as an eligible employee. The City will, however, continue to pay its portion of the premium for employees who are on paid leave as well as for employees on Family Medical Leave as required by law.

The City will offer continuing health care coverage on a self-pay basis to employees and/or their dependents following separation of service, retirement, death, divorce or separation in compliance with the requirements of COBRA (Consolidated Omnibus Budget Reconciliation Act) and Oregon Revised Statutes.

Additional information describing the City's current plans is available from the Human Resources Department.

LIFE & ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE

The City will pay the full premium to provide \$60,000 life and AD&D insurance protection to full-time and part-time employees. Employees shall be eligible for this coverage the first day of the calendar month after hire. Additional aspects of eligibility for coverage and benefits are governed by the terms of the City's life insurance policy.

LONG TERM DISABILITY INSURANCE

The City will pay the full premium to provide salary protection for long-term disability as a result of illness or injury to full-time and part-time employees. Employees shall be eligible for long-term disability coverage ninety (90) calendar days from the date of injury of disability. Eligibility for coverage and benefits is governed by the terms of the City's long-term disability insurance policy.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

The City provides a free, confidential voluntary employee assistance program which can assist you and your family members with any personal problems, large or small. For example, you can receive assistance with concerns such as:

- Marital conflict
- Stress management
- Interpersonal
- Family relationships
- Conflict at work
- Financial/legal/consumer concerns
- Depression or Anxiety
- Referrals to community services

Up to five (5) sessions per year are available per incident, per employee and each of their dependents, for problem identification, assessment, the establishment of outcome goals, recommendation, priorities and actions needed to reach goals. Contact Human Resources for additional information. You may also pick up a brochure in the Human Resources Lobby or access information on the City's Intranet site.

WORKPLACE SAFETY AND HEALTH

Nothing is of greater concern to the City than the safety of its employees and the general public. Employees are expected to use common sense and good judgment in work habits, follow safe work practices and bring any unsafe condition to the attention of a supervisor, a Department Director, a Safety Committee member or Human Resources if it cannot be completely corrected independently. For the employee's protection, job-related injuries or illnesses must be reported immediately in accordance with this policy.

CITY/SUPERVISOR RESPONSIBILITIES

Consideration of safety issues is an ongoing endeavor. Each accident is cause for review. The need for periodic training will be considered and arranged when appropriate in the judgment of the City Manager or any Department Director.

The City will ensure workers are properly instructed and supervised in the safe operation of any machinery, tools, equipment, process, or practice which they are authorized to use or apply. This should not be construed to require a supervisor during every part of an operation or to prohibit workers from working alone.

The City will take all reasonable means to educate and direct employees to:

- Work and act in a safe and healthful manner;
- Conduct their work in compliance with all applicable safety and health rules;
- Use all means and methods, including but not limited to, ladders, scaffolds, guardrails, machine guards, safety belts and lifelines, that are necessary to safely accomplish all work where employees are exposed to a hazard; and
- Not remove, displace, damage, destroy or carry off any safety device, guard, notice or warning provided for use in any employment or place of employment while such use is required by applicable safety and health rules.

Supervisors shall inform the employees regarding the known health hazards to which they are exposed, the measures which have been taken for the prevention and control of such hazards, the proper methods for utilizing such control measures and for maintaining them in good working order.

EMPLOYEE RESPONSIBILITIES

Employees are to conduct their work in compliance with the safety rules in this policy. All accidents and injuries are to be reported immediately to the supervisor or Human Resources.

In addition, employees should immediately report, in writing, any unsafe or hazardous condition directly to a supervisor, a Department Director, a Safety Committee member or Human Resources if it cannot be completely corrected independently. Every effort shall be made to remedy safety problems as soon as possible.

Employee Safety Guidelines

The following Safety Guidelines shall be adhered to:

- Utilize safety equipment provided.
- Wear protective vests required by uniformed personnel and those working special or hazardous operations.
- Comply with any drug and alcohol policy applicable to you under the terms of the City Personnel Policy Manual or a collective bargaining agreement.
- Operate only equipment for which training or orientation has been received.
- Warn co-workers of unsafe conditions or practices. Accept with appreciation the warning of a co-worker as an expression of concern for your own well being.
- Refrain from horseplay at all times.
- Be aware of actual and potential hazards within the area of service.

If you observe an employee working in a manner which might cause immediate injury to themselves or others, it is your responsibility to warn them of the danger. Before leaving a job, employees are to correct or arrange to give warning of any condition which might result in injury to others unfamiliar with existing conditions.

Managing Unsafe Conditions

It is the responsibility of every employee to identify conditions which could pose a hazard to employees or to the general public. After identifying the problem, employees at the scene are expected to:

- Eliminate the hazard and obtain whatever assistance is necessary;
- Control the hazard by enclosure or guard;
- Employ avoidance procedures; and
- Use personal protective equipment as appropriate.

It is the duty of all employees to make full use of safeguards provided for their protection. It is each employee's responsibility to abide by and perform their duties according to the requirements below.

Employees Shall Not...

- Operate a machine unless guard or method of guarding is in good condition, working order, in place, and operative.
- Attempt to repair the machine or moving parts while operational. Employees shall properly lock-out or tag-out all energy sources including electric, hydraulic, pneumatic and kinetic. The same worker shall pretest locked out equipment to insure a zero energy state.
- Remove guards or render methods of guarding inoperative except for the purpose of adjustment, oiling, repair, or the setting up a new job. Employees shall report to their supervisor any guard or method of guarding that is not properly adjusted or not accomplishing its intended function.
- Use their hands or any portion of their bodies to reach between moving parts or to remove jams, hang ups, etc. (Use hook, stick, tong, jig or other accessory.)
- Work under objects being supported that could accidentally fall (such as loads supported by jacks, the raised body of a dump truck, etc.) until such objects are properly blocked or shored.

- Use defective tools or equipment. No tool or piece of equipment should be used for any purpose for which it is not suited, and none should be abused by straining beyond its safe working load.
- Remove, deface, or destroy any warning, danger sign, or barricade, or interfere with any other form of accident prevention device or practice provided which they are using, or which is being used by any other worker.
- Work underneath or over others exposed to a hazard thereby without first notifying them and seeing that proper safeguards or precautions have been taken.
- Work in unprotected, exposed, hazardous areas under floor openings.
- Carry or move long or unwieldy articles without adequate means of guarding or guiding.

REPORTING INJURIES

Work related injuries and illnesses **must** be reported to your supervisor as soon as possible. This is essential. Even though a work related injury might appear to be of little consequence, it is important that it be reported in sufficient detail to establish a claim should complications follow. In the case of an on-the-job injury, a Supervisor/Employee Incident Report must be completed and submitted to the Human Resources Department within 24 hours of the injury/illness. If medical treatment is sought, a Form 801 (Worker's & Employer's Report of Occupational Injury or Disease/Illness) must also be completed and returned to the City within four (4) days of the event.

REPORTING ACCIDENTS

All employees are required to immediately report to the appropriate supervisor or Human Resources any work-related accident involving other persons or their property, or injuries to the public. These accidents should be reported in sufficient detail to allow us to respond. Accidents involving City owned vehicles or personal vehicles being operated during City business shall also be reported immediately to the appropriate supervisor or Human Resources as well as City Risk Management. Such accidents will be investigated. Accidents involving City owned equipment or City property when personal injury or property damages result must be reported immediately to the appropriate supervisor, who will determine if an investigation is warranted. Employees are required to cooperate fully with all accident investigations.

REPORTING UNSAFE WORKING CONDITIONS

The City believes that all employees are responsible to help ensure a safe workplace by alerting us to potentially unsafe conditions. We encourage our employees to work with us to maintain safety by alerting us to potentially unsafe conditions. If you see an unsafe or dangerous working condition that you can easily correct (such as a cord lying across a walkway), you should fix the problem immediately.

All employees are expected to promptly report any unsafe working condition or other safety concerns to their supervisor, a member of the Safety Committee or the Human Resources Department.

RETALIATION

It is important for all employees to understand that the City expects its employees to report all workplace accidents, injuries and unsafe working conditions and to participate in investigations. We do not allow supervisors, managers or other employees to retaliate against employees who comply with our safety reporting policies. Employees should bring complaints of retaliation to their supervisor, Department Director, Human Resources Department, or City Manager. These types of complaints will be promptly investigated and violators will be subject to appropriate disciplinary action, up to and including termination of employment.

USE OF TOBACCO PRODUCTS

In keeping with the City's intent to provide a safe and healthful environment, smoking is prohibited inside any of our buildings, vehicles or on our equipment, except for undercover police vehicles. This policy applies equally to all employees, citizens and visitors. As such, it is the responsibility of all employees to ensure that no person smokes inside City facilities, City vehicles or on City equipment. Smokers must restrict smoking to areas beyond 10 feet of building entrances, exits, windows and air intake vents. Use of smokeless tobacco is discouraged in City buildings, vehicles or on equipment. Smoking and use of smokeless tobacco is discouraged at any time employees may be in the view of the public. Employees who smoke or use smokeless tobacco consistent with this policy are expected to keep areas clean by disposing of cigarettes, matches and any other residual by-products in appropriate receptacles.

FIRST AID KITS

The City maintains fully stocked First Aid Kits at our various work locations and in vehicles. Appropriate signs are posted indicating the location of the First Aid Kit. The supplies contained in the First Aid Kits are intended for the treatment of an injury at work. The City may provide limited additional supplies such as pain relievers and antacids but they are to be accessed when/if employees run out of their own personal supplies, not as an ongoing resource. As a result, you are required to notify the contact person indicated on the First Aid Kit sign if you use the last of an item so the supplies can be promptly replaced.

BLOOD BORNE PATHOGENS

Some City employees and volunteers perform services, which may require them to come into contact with bodily fluids such as blood or other potentially infectious materials. The City has developed a detailed exposure control plan that outlines the safeguards and procedures that all employees are expected to follow related to blood borne pathogens. Our Blood Borne Pathogens Exposure Control Plan can be found [on the intranet](#) in the Workplace Safety section or by contacting the Human Resources Department. In addition, the City conducts periodic training, at least annually on blood borne pathogens and exposure control for those at most risk for exposure (specific employees in the Police Department and Public Works).

CONTAGIOUS DISEASES

Employees are prohibited from reporting to work or returning to duty with a health condition which presents a direct threat to themselves or others. This prohibition includes knowingly reporting to work with a contagious disease (that is, knowingly reporting to work during a period that the employee knows he/she is contagious).

WORKPLACE VIOLENCE POLICY

As part of our commitment to safety, the City is committed to providing a work environment that is free of violence. Any acts or threatened acts of violence between coworkers, or between members of the public and City employees, will not be tolerated regardless of where those acts or threatened acts occur, on or off duty. Employees engaging in violence or threatened violence will be subject to disciplinary action, up to and including immediate termination of employment, and may be subject to other civil suits or criminal liability. The types of conduct listed below are strictly prohibited.

Prohibited Conduct

1. Provoking, participating in or encouraging fights or other physical altercations.
2. Threatening the safety or well being of another employee, volunteer, client or member of the public, whether directly or indirectly.
3. Vandalizing City property or the property of members of the public, business associates, vendors, volunteers, or other employees.
4. Screaming, cursing or engaging in outbursts of temper, particularly when directed at another employee, volunteer, member of the public or business associate.
5. Intimidating or coercing another employee, volunteer, member of the public or business associate.
6. Advocating or encouraging acts of violence toward others.
7. Being in possession of explosives or devices designed to detonate explosives on City Property, including parking lots or in City vehicles.
8. Being in possession of guns and weapons on City property, including parking lots or in City vehicles unless approved in writing by the City Manager, Chief of Police or Human Resource Director. This prohibition does not apply to authorized possession of guns and weapons by law enforcement personnel, nor does it apply to the lawful possession of concealed weapons in an employee's locked vehicle parked in a City parking lot.
9. Distributing "hate" literature or engaging in other communications that advocate violence.
10. Engaging in bullying-type conduct. Bullying conduct generally includes repeated verbal and/or non-verbal conduct that is malicious, vindictive, cruel, or deliberately hurtful, etc. It also has the effect or purpose of threatening, embarrassing, humiliating, intimidating, insulting, offending or sabotaging / undermining another employee; and/or interfering with an employee's performance. Bullying does not include legitimate workplace disciplinary or other corrective action by your supervisor or other members of City management.
11. Engaging in any other conduct we consider menacing, threatening or violent, whether directly or indirectly.

Guidelines

1. If you are in immediate fear for your safety or the safety of another person, call 911, and notify your supervisor or another member of management, if possible.
2. You should always take bomb threats or other threats of harm to persons or property very seriously and not ignore them.
3. If threats are received on voice mail, the message should not be deleted until the police have had an opportunity to record the message.
4. You may request that members of the public who yell or threaten you, your coworkers, etc. to immediately leave the premises.

Reporting Procedures

Employees should immediately report incidents that involve violations of this policy to their supervisor, Department Director, Human Resources or the City Manager. Incidents will be investigated. Violators will be subject to discipline as we determine appropriate, up to and including discharge. Retaliation against those who report incidents, or provide information in connection with an investigation, will not be tolerated. Employees who engage in retaliation will be subject to immediate discharge.

SAFETY COMMITTEE

The City of Keizer is committed to providing a safe work environment for our employees. As a result, we have established a centralized Safety Committee which includes representatives from subcommittees in the Police Department and Public Works Department, to ensure adequate coverage of the unique safety and health concerns for each of our locations. Our Safety Committee works with management to prevent accidents and injuries, and is responsible for making recommendations on improving safety and health in the work place. In particular, the Committee has been charged with the responsibility to identify problems and obstacles to loss prevention; identify hazards and suggest corrective actions; and help identify employee safety training needs and develop accident investigation procedures.

Employee Involvement and Safety Committee Organization

Employee involvement is an integral part of our Safety Committee. Our committee consists of at least four employee members who are active participants of our committee. Employee members of the Safety Committee may be elected by their coworkers, may volunteer or may be appointed by their supervisor or Department Director, and are paid for the time they spend in Safety Committee meetings and performing safety committee functions. If you would like to participate in our Safety Committee, please contact Human Resources. In addition, we encourage all employees to provide input and safety suggestions to our Safety Committee at any time. Management also participates in our Safety Committee, which has two management members who have been appointed by the City Manager.

In order to ensure the continuity of membership and projects, each member of our Safety Committee serves a term of at least one year (provided they remain employed), generally beginning in January of each year.

Safety Committee Functions

The primary functions of the Safety Committee are as follows:

- To maintain and promote the interest of both management and employees in occupational safety and health matters;
- To provide an opportunity for open discussion of problems that result or could result in injury or illness;
- To assist management in evaluation of recommendations for and improvement of safety in the workplace;
- To improve the cooperative spirit between all employees to provide workplace safety;
- To establish procedures for investigating safety-related incidents including injury accidents, work-related illnesses and deaths for the purpose of recommending corrective action to prevent similar accidents from reoccurring. For more information on our Safety Committee's specific procedures, contact the Safety Committee Chair or Human Resources.
- To study injury and disease statistics and trends so that reports may be made to management on unsafe and unhealthy conditions and/or practices together with recommended corrective action;
- To evaluate employee training practices and recommend procedures to ensure that all employees are trained to perform their work in a safe manner.

Employee members of our Safety Committee are provided with training in hazard identification and accident and incident investigations. In order to carry out our goals, the subcommittees meet monthly and the central Safety Committee meets quarterly to review safety and health issues and make recommendations for corrective action to improve safety. The Safety Committee also conducts workplace inspections to identify and recommend corrections to safety and health hazards, and evaluates all accident and incident investigations and makes recommendations for ways to prevent similar events from occurring in the future.

The City expects all employees, including management, to be proactive about safety in the workplace. Employees who violate our safety standards or fail to appropriately respond to health and safety hazards in the workplace will be subject to disciplinary action. In addition, the safety committee periodically reviews our management accountability system for safety and may make recommendations for improvements to incentivize safety for all employees.

Meeting Records and Suggestions

The City makes and maintains written records of each Safety Committee meeting. These records include all evaluations and recommendations of the Safety Committee. Each Safety Committee member is provided with a copy of the records. The Safety Committee records are also available for review by any employee by contacting the Safety Committee Chair or the Human Resources Department.

Employees who have suggestions for improving workplace safety should write out their suggestion(s) and submit them to any member of the Safety Committee or provide them to the Human Resources Department for transmittal to the Safety Committee.

INCLEMENT WEATHER

All departments and offices of the City will be open for regularly scheduled business during all weather conditions, unless closed by the City Manager or designee within federal and state statutes. In the event weather conditions disrupt work schedules, the following conditions apply:

1. Employees are expected to report to work during their regularly scheduled shift.
2. An employee who decides they cannot report for work, reports to work late, or leaves early due to weather conditions, shall use vacation time, compensatory time, personal leave or leave without pay for time lost. Sick leave may not be used for lost time under these circumstances.
3. In the event the City Manager or, in the absence of the City Manager, the person designated to act on his/her behalf, advises employees that the Department where they work is closed to staff, as well as the public, and specifically directs the employees not to report to their duty stations before the opening hours of operation or during the hours of operation, and when it is no fault of the employee(s), the City shall pay for any portion of their regular shift not worked. The employee must report to their supervisor each day until the City reopens.
4. In the event the City offices are closed during the work day and employees are sent home with pay, those employees are considered to be on-call and available to perform work at home, and must be available to report back to their duty station within one hour, unless it would be unsafe for them to do so.

EMERGENCY SITUATION PROCEDURES

During emergency situations while on City premises, follow the guidelines in the Internal Emergency Operations Plan. During emergency situations while away from work, employees may be called back to work even if the employee has completed his or her shift. Employees will be required to report back to their duty stations and carry out such duties as assigned by a designated City of Keizer supervisor. When an incident of catastrophic dimension occurs, the City realizes that employees have a duty first to secure their families prior to reporting back to the City.

For more additional information or answers to questions about any Workplace Safety and Health topic or training opportunities, please see the Human Resources Department.

ALCOHOL AND DRUG FREE WORKPLACE (non-DOT)

This policy applies to all positions in the City of Keizer with the exception of members of the Keizer Police Association, who are governed by the terms of the applicable collective bargaining agreement.

The purpose of this policy is to promote a safe and productive working environment and prevent accidents, injuries and property damage that may result from inappropriate drug and/or alcohol use. As used in this policy, "drugs" includes all controlled substances regulated under the federal Controlled Substances Act, and medication containing controlled substances, including "designer drugs" not approved for use by the U.S. Food and Drug Administration.

Note: Employees who are subject to U.S. Department of Transportation (DOT) regulations are also subject to this non-DOT Drug and Alcohol Policy.

PROHIBITED CONDUCT

Any employee of the City who engages in any of the following conduct will be in violation of City policy, and will be subject to discipline up to and including termination of employment:

- Working, reporting to work, or returning to work following breaks or meal periods with any amount of drugs or alcohol in your system, and/or testing positive under this policy. "Testing positive" means a confirmed test result of any detectable level of alcohol or drugs.
- Consuming, manufacturing, buying, selling, distributing or possessing drugs or alcohol on City premises, or while off the premises doing City work or operating a motor vehicle on behalf of the City except as necessary in the performance of an official special assignment. Sworn Police Officers (not in the collective bargaining unit) are the only City employees not already covered by Collective Bargaining Agreement requirements who may have such an assignment. This rule applies regardless of whether you are on paid time. "City premises" includes all property rented, leased, owned or controlled by the City, including parking lots and adjacent areas. It also includes City equipment and vehicles on or off our property.

As very limited exceptions, lawful possession of alcohol for off-duty consumption (such as storage in a personal vehicle for an after work event) and consuming alcohol as permitted at a City-approved social gathering (such as city sponsored hospitality suites and wine-tasting events as part of a city event) will not be considered a violation of this policy. Employees must nonetheless continue to comply with all other aspects of this policy, including all other prohibited conduct rules.

- Failing to fully cooperate with any aspect of the City's enforcement of this policy, including but not limited to refusing to promptly submit to required testing; giving false, diluted or altered urine samples or aiding another person in doing so; and failure to comply with rehabilitation conditions imposed by the City or rehabilitation counselors.
- Failure to promptly report all drug and alcohol related convictions, arrests and plea bargaining arrangements promptly to the Department Director. This obligation to disclose applies to all convictions, arrests or plea bargains that occur after the effective date of this policy.
- The consumption of alcohol or other intoxicants is prohibited by on-duty personnel except as necessary in the performance of an official special assignment as referenced above. Personnel who consume alcohol as part of a special assignment shall not do so to the extent of impairing on-duty performance.

In addition to the above, employees are required to comply with all federal and state statutes and regulations regarding the use of alcohol and drugs. For example, marijuana is a Schedule I drug under the federal Controlled Substances Act, which means that it has no acceptable medical use under federal law. Therefore, any on-duty or off-duty use of marijuana which is inconsistent with the "prohibited conduct" listed above (including reporting to work with any detectable amount in the system) will be considered a violation of this policy, even if an employee has a prescription for the use of marijuana under the Oregon Medical Marijuana Act.

Employees who are using marijuana in compliance with a medical marijuana card will not automatically be subject to termination of employment. Instead, such employees are required to disclose any use that would constitute "prohibited conduct." If the City determines that the employee using medical marijuana is disabled under applicable disability discrimination statutes, the employee will be asked to enter into an interactive discussion with Human Resources or other designated representatives to determine whether there are available options that would allow the employee to continue to be employed without violating City standards.

MANDATORY TESTING OF EMPLOYEES

The following represents the categories of testing utilized by the City of Keizer.

1. Pre-Employment Testing: The final candidate who receives a job offer for any City of Keizer position, including full-time, part-time, temporary and seasonal status, will have the job offer conditioned on satisfactorily passing a drug test. Individuals with a verified positive test result will have the job offer rescinded. Also, current employees transferring from a non-safety sensitive function to a safety sensitive function will be required to submit to and pass a drug and alcohol test with a verified negative result.
2. Random Testing: The City reserves the right to require employees in safety-sensitive job positions to submit to suspicionless urine testing for drugs without advance notice. The City will use a random selection process so that all employees within the pool have an equal chance to be selected for testing. Employees whose names are randomly drawn will be required to immediately submit to such testing as instructed, and without any delay or detour.
3. Reasonable Suspicion Testing: An employee will be required to immediately submit to a breathalyzer or blood testing for alcohol whenever the City reasonably suspects that the employee has reported to work or returned to duty with alcohol in his/her system. Likewise, an employee will be required to immediately submit to urine testing for drugs whenever the City reasonably suspects that the employee has drugs in their system, or has used drugs before reporting to work or returning from breaks. "Reasonable suspicion" shall be based on specific identifiable criteria, which may include observed behavior, witness statements, or employee admissions. Employees who are required to submit to reasonable suspicion testing are prohibited from transporting themselves to the collection site. A management employee will provide transportation, and will arrange for the employee to be taken home after testing.
4. Return to Duty and Follow-up Testing: Individual employees who undergo evaluation and rehabilitation treatment as outlined in the "Rehabilitation and Return to Work" section of this policy will be required to submit to return-to-duty and individualized follow-up testing for a minimum of 12 months following their return to duty or as outlined by a Substance Abuse Professional. The terms of the testing will be as outlined in the Last Chance Agreement for each employee.
5. Department of Transportation (DOT) Testing: Employees who are subject to DOT testing regulations will be subject to testing for drugs and alcohol in accordance to those regulations and the City's DOT testing policy. This applies to those City of Keizer employees required to carry a Commercial Drivers' License (CDL), including those in police officer and public works positions, where driving is an integral part of the job.

SEARCHES

All City property including, but not limited to desks, equipment, City vehicles, lockers, etc. will remain the property of the City and will be subject to search if there is reasonable suspicion that the desk, vehicle, item, etc. being searched contains drugs or alcohol. In addition, the City property is subject to general access by coworkers, supervisors and managers. *This policy is not intended to restrict such access and employees do not have any expectation of privacy in any City property including but not limited to desks, City vehicles, lockers, etc.*

An employee who does not cooperate, or who attempts to obstruct any action under this policy will be subject to discipline for insubordination. All illegal drugs or drug paraphernalia found in or on City property will be released to a law enforcement organization.

SAFEGUARDS

The City recognizes the sensitivity of enforcement of this policy. We will use qualified supervisory personnel and make arrangements with a certified laboratory to administer this policy. As stated above, the detectable presence of any drug or alcohol in the system will constitute a "positive" test result.

All positive test results will be confirmed using the GCMS testing method, or another confirmatory testing method approved by law. Test results and other information concerning drug and alcohol investigations will be treated confidentially and released only when there is a legitimate business need to know, or as required by law.

PRESCRIBED MEDICATION

An employee who uses a prescription or over-the-counter medication is responsible for consulting with his or her doctor to determine whether there are any side effects that could affect the employee's ability to safely and competently perform the job duties. If there are any such side effects, the employee must notify his or her supervisor of the side effects prior to reporting for work with the prescription or over-the-counter medication in his or her system. The employee need not disclose the medical condition for which the medication is being taken. Medical verification of the ability to safely perform job duties may be required before the employee is allowed to continue his/her work assignment.

As stated above, the use of Marijuana under Oregon's Medical Marijuana Act is unlawful under federal law, and is considered to be a violation of this policy. Employees who fall under this category should contact Human Resources to discuss available options.

Although the lawful use of prescription or over-the-counter medications is not grounds for disciplinary action by itself, failure to follow the reporting procedure discussed above will subject an employee to disciplinary action. Employees may also be disciplined for using medication that is unlawfully obtained, or use that is inconsistent with the prescription or label.

REHABILITATION AND RETURN TO WORK

Employees who believe they may have a substance abuse problem are encouraged to discuss the problem with Human Resources. Although the City will generally support treatment efforts for employees with substance abuse problems who voluntarily seek assistance, it is up to each employee to pursue treatment before the substance abuse results in unsatisfactory performance or attendance, safety violations, or testing positive under this policy.

When an employee voluntarily reports a current substance abuse problem and seeks assistance, that employee may be placed on a leave of absence to allow for evaluation by a qualified Substance Abuse Professional and/or rehabilitation treatment. The employee may qualify for family leave for this purpose. The employee will not be permitted to work until such time as a qualified medical professional verifies that the employee is fit for duty. The employee will also be required to comply with any additional requirements imposed on the employee or the City by law. The time an employee is off work for evaluation and/or treatment is unpaid, unless the employee has accrued paid leave. If accrued paid leave is available, it must be used.

An employee who tests positive or otherwise violates this policy for the first time may, at the City's discretion, be allowed to enter into a Last Chance Agreement in lieu of discharge. The City's decision will be based on all of the surrounding circumstances, including the nature of the violation, the employee's length of service, and overall disciplinary record. A Last Chance Agreement will provide, among other things, the condition that the employee is subject to unannounced suspicionless testing for a period of time after returning to work, as recommended by a substance abuse counselor or required by the City.

The City provides a voluntary employee assistance program (EAP) which can be utilized to assist employees who wish to seek help for alcohol and drug problems. It is also likely the employee's insurance coverage provides some level of treatment for drug and alcohol abuse. Employees may contact Human Resources, their insurance provider or the EAP for additional information. Employees experiencing drug or alcohol problems are encouraged to seek referral for assistance and/or rehabilitation through the EAP or their insurance provider. It is the responsibility of the each employee to seek assistance before alcohol or drug problems lead to performance problems.

COMPLIANCE

Employees must, as a condition of employment, abide by this policy and report any conviction under a criminal drug status for violations occurring on or off City premises. A report of a conviction must be made as soon as possible, but in no case more than five days after the conviction.

DRUG & ALCOHOL TESTING POLICY REQUIRED BY DEPARTMENT OF TRANSPORTATION (DOT) REGULATIONS

This policy applies to all positions in the City of Keizer required to have a Commercial Driver's License (CDL) or operates a commercial motor vehicle as described below with the exception of members of the Keizer Police Association, who are governed by the terms of the applicable collective bargaining agreement.

Each of us reacts differently to drugs and alcohol, but one thing is clear -- these substances affect our judgment and our ability to perform. The danger of abusing these substances becomes especially clear when you add a motor vehicle.

The purpose of this policy is to educate employees regarding the prohibitions and consequences regarding the use of alcohol and controlled substances, and to provide notice of the testing requirements for employees covered by this policy. Employees are required to abide by the terms of this policy and to cooperate with its administration as a condition of employment. If you are an employee covered by these requirements, you must familiarize yourself with the provisions of this policy. If you have questions regarding your rights and obligations under this policy, you should contact your Department Director or Human Resources.

Note: Employees who are subject to U.S. Department of Transportation (DOT) regulations are also subject to this non-DOT Drug and Alcohol Policy.

APPLICABLE LAW

The Omnibus Transportation Employee Testing Act of 1991 requires alcohol and drug testing of employees performing "safety-sensitive functions" in the aviation, motor carrier, railroad and mass transit industries. The Department of Transportation's regulations governing drug and alcohol testing (49 CFR Part 40 and 382) can be found at www.fmcsa.dot.gov.

EMPLOYEES COVERED

- A. This policy applies to any employee of the City of Keizer who is required to have a Commercial Driver's License (CDL) or operates a commercial motor vehicle. "Commercial motor vehicle" means a motor vehicle used to transport passengers or property if the vehicle:
1. Has a gross combination weight rating of 26,001 or more pounds, including a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
 2. Has a gross vehicle weight rating of 26,001 or more pounds; or
 3. Is designed to transport 16 or more passengers, including the driver; or
 4. Is of any size and is used in the transportation of materials that are considered "hazardous" under the Hazardous Materials Transportation Act.

- B. The tasks that an employee actually performs will determine whether they are covered by this policy. This includes employees such as supervisors and mechanics who operate a commercial motor vehicle for the City on an occasional or emergency basis. If you have any question whether you are covered by this policy, you should contact your supervisor or Human Resources.
- C. The prohibitions under this policy apply whenever an employee is performing a “safety sensitive function.” Safety sensitive functions are not limited to the actual operation of a commercial motor vehicle. They specifically include:
1. All time waiting to be dispatched, unless you have been relieved from duty;
 2. All time spent inspecting servicing, or conditioning any commercial motor vehicle at any time;
 3. All time spent at the driving controls of a commercial motor vehicle;
 4. All time spent in or upon any commercial motor vehicle, except time spent resting in a sleeper berth;
 5. All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending the vehicle being loaded or unloaded, or giving or receiving receipts for shipments loaded or unloaded; and
 6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled commercial motor vehicle.

PROHIBITED CONDUCT

The following conduct is prohibited and will result in discipline, up to and including termination:

A. Alcohol Concentration

No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

B. On-Duty Use of Alcohol

No employee shall use alcohol while performing safety-sensitive functions.

C. Pre-Duty Use of Alcohol

No employee shall perform safety-sensitive functions within four hours after using alcohol.

D. Use of Alcohol Following an Accident

No employee who is required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

E. Refusal to Submit to a Required Alcohol or Controlled Substances Test

No employee shall refuse to submit to a post-accident alcohol or controlled substances test required below.

F. Controlled Substances Use

No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle. "Controlled substance" under this policy means Marijuana, Cocaine, Amphetamines (including Methamphetamine), Opiates (including Codeine, Heroin, and Morphine), and Phencyclidine (PCP).

Important: Employees covered by this policy must report the use of prescription or over-the-counter medication prior to performing any work, as stated in the City of Keizer's general Drug & Alcohol Policy.

G. Controlled Substances Testing

No employee shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

MANDATORY TESTING

A. Pre-Employment Testing

Applicants for employment in positions involving safety sensitive functions will be required to undergo and pass a test for controlled substances as a condition of being hired. Employees transferring to positions involving safety sensitive functions will also be required to undergo and pass a test for controlled substances prior to the transfer.

B. Post-Accident Testing

As soon as possible following an occurrence involving a commercial motor vehicle operating on a public road, the City shall test for:

1. Alcohol for each of its surviving drivers:

- Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
- Who receives a citation within 8 hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:
 - Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

2. Controlled substances for each of its surviving drivers:

- Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
- Who receives a citation within thirty-two hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:
 - Bodily injury to any person who, as a result of the injury, immediately receives medical

treatment away from the scene of the accident; or

- One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

The following chart illustrates when a post-accident test is required to be conducted under this section:

Type of accident involved	Was citation issued to the CMV driver?	Post - accident test must be performed
Human fatality	YES	YES
	NO	YES
Bodily injury with immediate medical treatment away from the scene	YES	YES
	NO	NO
Disabling damage to any motor vehicle requiring tow away	YES	YES
	NO	NO

C. Random Testing

Every employee covered by this policy shall be required to submit to random alcohol and controlled substance testing as stated below:

1. The minimum annual percentage rate for random alcohol testing shall be 10 percent of the average number of positions covered by this policy for the year. The minimum annual percentage rate for random controlled substances testing shall be 50 percent of the average number of positions covered by this policy for the year.
2. The selection of employees for random alcohol and controlled substances testing shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with employees' Social Security numbers, payroll identification numbers, or other comparable identifying numbers.
3. Each employee selected for random alcohol and controlled substances testing under the selection process used, shall have an equal chance of being tested each time selections are made.
4. Each employee selected for testing shall be tested during the selection period.

D. Reasonable Suspicion Testing

1. An employee shall be required to submit to:
 - an alcohol test when the employer has reasonable suspicion to believe that the driver has violated any of the prohibitions above concerning alcohol, and
 - a controlled substances test when the employer has reasonable suspicion to believe that the driver has violated any of the prohibitions above concerning controlled substances.
2. The employer's determination that reasonable suspicion exists must be based on specific, contemporaneous, articulatable observations concerning the appearance, behavior, speech or body odors of the driver. The observations with respect to controlled substances may include indications of the chronic and withdrawal effects.
3. The required observations for reasonable suspicion testing shall be made by a supervisor or company official who is trained in accordance with DOT regulations.

4. With respect to alcohol testing, the observations required for reasonable suspicion must be made during, just preceding, or just after the period of the workday that the employee is required to be in compliance with this part. The person who makes the determination that reasonable suspicion exists shall not conduct the alcohol test of the driver.

E. Return-to-Duty Testing

The requirements for return-to-duty testing must be performed in accordance with the Consequences of Testing section below.

F. Follow-Up Testing

The requirements for follow-up testing must be performed in accordance with the Consequences of Testing section below.

SECURITY AND INTEGRITY PROCEDURES

A. Controlled Substances Testing

1. Collection

During the collection process, a urine specimen collector will:

- Verify your identity using a current valid photo ID, such as a driver's license, passport, employer-issued pictured ID, etc.
- Create a secure collection site by:
 - Restricting access to the site to only those being tested.
 - Securing all water sources and placing blue dye in any standing water.
 - Removing or securing all cleaning products/fluids at the collection site.
- Afford you privacy to provide a urine specimen.
 - Exceptions include attempted adulteration or substitution of a specimen or any situation where general questions of validity arise, like an unusual temperature.
- Ask you to remove any unnecessary garments and empty your pockets (you may retain your wallet).
- Instruct you to wash and dry your hands.
- Select or have you select a sealed collection kit and open it in your presence.
- Request you to provide a specimen (a minimum of 45 ml) of your urine into a collection container.
- Check the temperature and color of the urine.
- In your presence, pour the urine into two separate bottles (A or primary and B or split), seal them with tamper-evident tape, and then ask you to sign the seals after they have been placed on the bottles.
- Ask you to provide your name, date of birth, and daytime and evening phone numbers on the Medical Review Officer Copy (Copy #2) of the Federal Drug Testing Custody and Control Form (CCF).
 - This is so the Medical Review Officer (MRO) can contact you directly if there are any questions about your test.

- Complete necessary documentation on the Laboratory Copy of the CCF to demonstrate the chain of custody (i.e. handling) of the specimen.
- Give you the Employee Copy of the CCF, and may suggest you list any prescription and over-the-counter medications you may be taking on the back of your copy of the CCF (this may serve as a reminder for you in the event the MRO calls you to discuss your test results).
- Package and ship both sealed bottles and completed CCF to a U.S. Health and Human Services (HHS) certified testing laboratory as quickly as possible.

If you are unable to provide 45 ml of urine on the first attempt, the time will be noted, and you will be:

- Required to remain in the testing area under the supervision of the collection site personnel, their supervisor, or a representative from your company.
- Leaving the testing area without authorization may be considered a refusal to test
- Urged to drink up to 40 oz. of fluid, distributed reasonably over a period of up to three hours.
- Asked to provide a new specimen (into a new collection container).
- If you do not provide a sufficient specimen within three hours, you must obtain a medical evaluation within five days to determine if there is an acceptable medical reason for not being able to provide a specimen. If it is determined that there is no legitimate physiological or pre-existing psychological reason for not providing a urine specimen, it will be considered a refusal to test.

2. Testing

At the laboratory, the staff will:

- Determine if a flaw exists. If it does, the specimen is rejected for testing.
- Open only the A bottle and conduct a screening test. Specimens that screen positive will be analyzed again using a completely different testing methodology to confirm the initial result.
 - If the specimen tests negative in either test, the result will be reported as a negative.
 - Only if the specimen tests positive under both methods will the specimen be reported to the Medical Review Officer as a positive test.
- Report the findings of the analysis of the A bottle to the Medical Review Officer (MRO),
- Store the A and B bottles for any reported positive, adulterated, or substituted result for at least 12 months.

3. Review by Medical Review Officer (MRO)

Upon receipt of the test result from the laboratory, the MRO will:

- Review paperwork for accuracy.
- Report a negative result to the Designated Employer Representative (DER).
- If the result is positive, conduct an interview with you to determine if there is a legitimate medical reason for the result. If a legitimate medical reason is established, the MRO will report the result to the DER as negative. If not, the MRO will report the result to the DER as positive.

- If the result is an adulterated or substituted test, conduct an interview with you to determine if there is a legitimate medical reason for the result. If a legitimate medical reason is established, the MRO will report the result to the DER as cancelled. If not, the MRO will report the result to the DER as a refusal.
- Report a non-negative test result to the DER if:
 - You refused to discuss the results with the MRO;
 - You did not provide the MRO with acceptable medical documentation to explain the non-negative test result.
- Inform you that you have 72 hours from the time of the verified result to request to have your B "split" bottle sent to another certified lab for analysis for the same substance or condition that was found in the A "primary" bottle.

B. Alcohol Testing

The City performs alcohol testing in a manner to ensure the validity of the testing as well as to provide confidentiality of the employee's testing information.

1. At the start of the test, a Screening Test Technician (STT) or a Breath Alcohol Technician (BAT), using only a DOT approved device, will:
 - Establish a private testing area to prevent unauthorized people from hearing or seeing your test result.
 - Require you to sign the Alcohol Testing Form (ATF).
 - Perform a screening test and show you the test result. If the screening test result is an alcohol concentration of less than 0.02, no further testing is authorized, and there is no DOT action to be taken. The technician will document the result on the ATF, provide you a copy and provide your employer a copy.
2. If the screening test result is 0.02 or greater, you will be required to take a confirmation test, which can only be administered by a BAT using an Evidential Breath Testing (EBT) device. The BAT will:
 - Wait at least 15-minutes, but not more than 30 minutes, before conducting the confirmation test. During that time, you are not allowed to eat, drink, smoke, belch, put anything in your mouth or leave the testing area.
 - Perform an "air blank" (which must read 0.00) on the EBT device to ensure that there is no residual alcohol in the EBT or in the air around it.
 - Perform a confirmation test using a new mouthpiece.
 - Display the test result to you on the EBT and on the printout from the EBT.
 - Document the confirmation test result on the ATF, provide you a copy and provide your employer a copy.
 - Report any result of 0.02 or greater immediately to your employer.

If after several attempts you are unable to provide an adequate amount of breath, the testing will be stopped. You will be instructed to take a medical evaluation to determine if there is an acceptable medical reason for not providing a sample. If it is determined that there is no legitimate physiological or psychological reason, the test will be treated as a refusal to test.

REFUSAL TO SUBMIT TO TESTING

A. Refusing to take a Controlled Substances Test

As an employee, “refusing” to take a controlled substances test includes the following:

1. Failing to appear for a test within a reasonable time after being directed to do so by the City;
2. Failing to remain at the testing site until the testing process is complete;
3. Failing to provide a urine specimen for any drug test required by this part or DOT agency regulations;
4. Failing to permit the observation or monitoring of providing a specimen, where observation or monitoring is appropriate under DOT regulations;
5. Failing to provide a sufficient amount of urine when directed, unless it is determined by a physician through a medical evaluation that there was an adequate medical explanation for the failure;
6. Failing or declining to take an additional drug test the employer or collector has directed you to take;
7. Failing to undergo a medical examination or evaluation, as directed by the Medical Review Officer (MRO), as part of the verification process;
8. Failing to cooperate with any part of the testing process, such as refusing to empty pockets when so directed by the collector, or behaving in a confrontational way that disrupts the collection process; or
9. A determination by the MRO that you have a verified adulterated or substituted test result.

B. Refusing to Take an Alcohol Test

As an employee, “refusing” to take an alcohol test includes:

1. Failing to appear for any test within a reasonable time after being directed to do so by the City;
2. Failing to remain at the testing site until the testing process is complete;
3. Failing to provide an adequate amount of saliva or breath for any alcohol test required by DOT agency regulations;
4. Failing to provide a sufficient breath specimen, unless a physician determines through a medical evaluation that there was an adequate medical explanation for the failure;
5. Failing to undergo a medical examination referred to in paragraph B(4) above;
6. Failing to sign a required certification; or
7. Failing to cooperate with any part of the testing process.

C. Consequences of Refusing to Take a Test

As an employee, if you refuse to take an alcohol or controlled substances test, you incur the consequences specified under DOT agency regulations for a violation of those regulations, as discussed below.

CONSEQUENCES OF VIOLATIONS

The following sections describe the consequences mandated under the DOT regulations for alcohol and controlled substance use by employees.

Important: More serious consequences up to and including termination of employment, may result under the City's non-DOT Drug & Alcohol Policy.

A. Alcohol Concentration of .02 but less than .04

If an employee's test results show an alcohol concentration of at least .02 but less than .04, and there is no other evidence that the employee has engaged in prohibited conduct under this policy or federal regulations, the test results alone are not considered to be a "violation" of the DOT regulations. However, the employee must be removed from performing safety sensitive functions for at least 24 hours.

B. Violation of DOT Regulations

Violation of the DOT regulations in any manner (including positive test results for controlled substances, test results of .04 or higher for alcohol concentration, use or possession of controlled substances or alcohol while performing safety sensitive functions, or refusal to test) will result in the following:

1. You will be removed immediately from performing safety sensitive functions.
2. You will not be permitted to return to safety sensitive functions until you have:
 - undergone an evaluation by a Substance Abuse Professional (SAP);
 - successfully completed any education, counseling or treatment recommended by the SAP; and,
 - undergone a return to duty test showing a negative test result for drugs and a breath test of less than .02 concentration of alcohol.
3. You will be required to undergo unannounced testing for drugs and/or alcohol at least 6 times during the first 12 months after returning to work, and additional follow-up testing for up to 60 months after that, if recommended by the SAP.

RESOURCES FOR EMPLOYEES

Employees who believe they may have an alcohol or substance abuse problem should refer to the Rehabilitation and Return to Work section of the City's general Drug & Alcohol Policy. Additionally, you can contact SAMHSA (the Substance Abuse & Mental Health Services Administration) at www.findtreatment.samhsa.gov for treatment programs and other assistance.

If you are an employee who has concerns about drug or alcohol abuse by a co-worker who is performing safety sensitive functions, you should contact Human Resources immediately. The City will attempt to keep this information as confidential as possible while still carrying out its responsibilities to the affected employee, the City's workforce, and the general public.

RETIREMENT

The City of Keizer values its talented and dedicated employees and provides retirement benefits in the following forms:

RETIREMENT PLAN

The City of Keizer participates in the Oregon Public Employees' Retirement System (PERS) and Oregon Public Service Retirement Plan (OPSRP) for all full-time and part-time employees who have satisfied the initial waiting period of six months and 600 hours and have become members of PERS. Employees who are active members of PERS when they join the City of Keizer serve no waiting period.

Once you become a member of PERS, the City pays the PERS employee contribution of 6% of your pre-tax annual salary as well as an actuarially determined amount to PERS on your behalf to fund the pension portion of the retirement program. These payments are made to PERS on a bi-weekly basis. A detailed description of the applicable retirement plans along with rules and benefits is contained on the Oregon Public Employees' Retirement System website at www.oregon.gov/PERS/. Participation in the different plans is dependent upon when the employee begins employment with a public employer who participates in PERS or OPSRP. PERS and OPSRP may be amended from time to time by the State Legislature.

Non-PERS Employees: A small number of current employees are not members of PERS and the information above does not apply to them. They are approved to remain with the prior non-PERS provider (ICMA) at their request as per the City's July 1, 2009 PERS Coverage Agreement. Due to this fact, all references to ICMA as a retirement provider in this manual are applicable only to the small number of employees referenced above. The City's prior commitment to provide City-funded contributions on behalf of these employees to the City's ICMA Retirement Plan of the 12% (for Department Directors and supervisors) and 11% (for all other 401(a) eligible employees) of their compensation remains in place until they separate with the City.

For the purposes of this policy, 'retirement' shall mean 'retired for service or disability' under the employee's applicable retirement plan. Employees are considered eligible for retirement based on the applicable retirement plan parameters and IRS Regulations.

DEFERRED COMPENSATION WITH CITY MATCH

We offer a voluntary deferred compensation plan to all employees effective the date of hire. Employee contributions are tax deferred and paid through payroll deductions. The amount of the City's matching contribution is determined by City Council Resolution and future matching can be changed by the City Council, consistent with the plan document and any applicable collective bargaining agreements. At the time of the adoption of this policy, the City will match the employee's contribution up to six (6%) percent of the employee's gross salary.

RETIREE HEALTH INSURANCE COVERAGE ELIGIBILITY

The City provides continued eligibility for health insurance coverage, at the retiree's expense, at the level the retiree had at the time of retirement (employee only, employee/family, etc.) under the plan the retiree had at the time of retirement, to the extent it is available, or another plan that is offered to current employees in the retiree's former job classification. Retirees must elect this coverage within 60 days after the effective date of retirement and must certify that they are receiving retirement benefits to qualify for coverage. Retirees remain eligible for retiree health insurance coverage until they become eligible for federal Medicare coverage. Please contact Human Resources for additional details and the related ORS (243.303) governing provision of this benefit.

PAYMENT OF UNUSED SICK LEAVE

The City provides payment of a portion of unused sick leave, as provided under the City's Sick Leave Policy, upon retirement. Subject to provisions of Oregon law, fifty (50%) of unused sick leave shall be credited toward a retirement benefit of an employee's choice or paid out.

For PERS Tier One and Tier Two employees: the City will participate in the sick leave conversion program. In the event the sick leave conversion is not used, fifty (50%) of unused sick leave shall be credited toward a retirement benefit of an employee's choice or paid out. It is the retiring employee's responsibility to provide documentation to the Finance Department that the 50% sick leave conversion was not used toward PERS retirement calculation. No payout will be made until documentation has been provided.

SOCIAL SECURITY

The City of Keizer qualifies regular full-time and part-time employees for exemption from social security tax through provision of the following:

- Immediately 100% vested City-funded contributions to our ICMA deferred compensation plan equal to 7.5% of the employee's compensation for the City for the first 6 months of employment, and;
- After the employee's six-month waiting period to join PERS or the City's ICMA Retirement Plan, either active PERS membership (if the employee was employed in a PERS eligible position and satisfied the 600 hours requirement) or City-funded contributions to the City's ICMA Retirement Plan of 12% (for Department Directors and supervisors) and 11% (for all other 401(a) eligible employees) of the employee's compensation (if a permanent employee and not employed in a PERS eligible position).

New hires that are PERS/OPSRP eligible and are PERS/OPSRP members at time of hire are not eligible for the 7.5% deferred compensation plan referenced above as they are immediately eligible for PERS contributions. Seasonal and temporary employees are not exempt from social security tax. As such, the City makes 12.4% social security tax contributions each pay period on all seasonal and temporary employee's wages through payroll deductions of 6.2% paid by the employee and 6.2% paid by the City.

INTRODUCTION

APPLICATION

- These Personnel Policies apply to all City employees.
- Certain policies also apply to City Councilors including the Policy Against Harassment, the Workplace Safety Policy, the Travel Policy when conducting City-approved business and the Employee Resignations and Terminations Policy when asked to provide a reference in their capacity as City Councilor.
- The following select policies also apply to unpaid interns and staff volunteers: General Policies and Working Conditions, the Policy Against Harassment, Standards of Conduct, Workplace Safety and Alcohol and Drug Free Workplace Policies.
- In the event of a conflict between these policies (including this Personnel Policy Manual and any supplemental policies or department-specific standards) and any valid collective bargaining agreement (CBA), the CBA will be the controlling document and the provisions of these policies will not apply.
- The City interprets and applies these policies in accordance with applicable federal, state and local laws, regulations and ordinances, including changes in such laws, regulations and ordinances pending necessary revisions to this Manual.
- The policies in this Manual may be supplemented by stricter department-specific guidelines (such as call in procedures and scheduling timeline requirements) that apply to employees in those departments due to the nature of the work in those departments, provided those guidelines have been reviewed and approved by Human Resources and the City Manager and do not conflict with applicable law. In such cases, the Department Director ensures each employee is aware of such guidelines through the provision of operating procedures, updates, staff meetings or other such communication tools.

For example, in addition to the policies in this Manual, due to the unique demands and considerations faced by those who are employed in law enforcement positions, the Keizer Police Department maintains a comprehensive Keizer Police Department Policies and Procedures Manual. That manual describes the City's expectations for Keizer Police Department staff in greater detail. All employees who work in our police department are required to conform their behavior to the standards and policies contained in that manual as well.

These policies supersede all personnel policies, manuals and conflicting Council resolutions published prior to the effective date of this Manual.

- The City hopes that every employee's association with it is successful and rewarding. However, all employees should be aware that this Manual is not a guarantee or contract for continued or future employment or benefits at any level. Rather, except as otherwise provided in an applicable CBA or written individual employment agreement signed and dated by the City Manager (or City Council if applicable to the City Manager's or City Attorney's position), all employment with the City may be separated at any time by either the employee or the City, with or without cause or notice, and without appeal rights or due process procedures other than those expressly provided for in this Manual or required by applicable law.

GENERAL POLICIES AND WORKING CONDITIONS

TRAVEL

Many positions at the City require employee to drive as part of their work. Employees who are covered by Department of Transportation regulations (those with Commercial Driver Licenses as part of their jobs) are required to comply with all aspects of those regulations. In addition, all employees who operate City vehicles or use their own vehicles for City business are required to abide by the following rules:

Driver License and Insurability

Employees whose job requires the use of a City vehicle or their own vehicle must maintain a current and valid Oregon driver license, including a valid Commercial Driver License if required in their job duties, as well as a driving record acceptable to the City and its insurer(s) at all times. All such employees are required to immediately report any suspension, revocation or limitation on driving privileges that affect their ability to perform their job duties to the Human Resources Department.

Employees driving a personal vehicle for City business must also maintain the state required liability insurance minimums. The City does not assume liability for losses or liabilities to an employee as a result of their use of their personal vehicle for City business. Employee private insurance will be the primary coverage for liability, property damage or other loss if the employee drives their own vehicle on City business. Therefore, it is important to maintain adequate insurance and drive safely at all times.

Use of City and Personal Vehicles

Only employees who are properly licensed, insured and have been authorized in writing by their Supervisor are permitted to drive City vehicles. Likewise, only authorized passengers are allowed to ride in City vehicles and other vehicles while in use for City business.

Authorized passengers are:

1. City employees conducting City business;
2. Officers and agents representing the City;
3. Volunteers acting on behalf of the City;
4. Vendors and contractors working on behalf of the City;
5. Participants in official City business, training, tours and programs;
6. Representatives of other governmental agencies working with the City;
7. Anyone with prior authorization by the Department Director or with specific authorization by the City Manager.
8. Specific authorization may be provided by the City Manager in situations when the City can be of significant service to members of the public by providing transportation (i.e. transporting a mother and child to a nearby garage when their vehicle broke down or providing a ride to a senior citizen during an extremely hot afternoon). While these types of services are approved as part of the normal course of work for on-duty law enforcement, any other employees must obtain authorization.

Compliance with the Law, Traffic Violations, and Good Judgment

All employees who drive on behalf of the City are expected to use good judgment and caution in the operation of the vehicle, and they are also expected to be aware of and comply with all applicable traffic laws and regulations at all times. This includes using safety belts for drivers and passengers at all times. The City does not pay for employee traffic or parking violations. If an employee receives a traffic or parking citation while using any automobile on City business, the employee is responsible for all

finances, court costs, leave from work, etc.

Cell Phones While Driving

For employees who drive any vehicle on behalf of the City, the first responsibility is to drive safely at all times. All employees are expected to be aware of weather, traffic, pedestrians, and other driving conditions and to use caution and good judgment at all times. Employees are prohibited from using hand-held cell phones for any purpose while driving on City authorized or City related business.

Employees who must take a call while driving are required to use a hands-free device at all times, including voice dialing. If an employee does not have an appropriate hands-free device available, or if weather or other driving conditions warrant extra caution even with a hands-free device, they must safely pull off the road and have the vehicle in park before engaging in any call. This policy also prohibits employees from using a cell phone or other device to read, send or receive text or "instant" messages while driving or engaging in any other reading, browsing of social media, internet, etc. while driving on City business. Taking notes (including writing down phone numbers or other information) is also prohibited while driving. All employees who drive must also be aware of and adhere to all state and local laws regarding cell phone use while driving. Violation of this policy will subject the employee to discipline, up to and including termination.

Reporting Accidents and Traffic Citations

If an employee is involved in any accident, traffic citation, parking citation or damage, however small, while on City business or otherwise in any City vehicle, they must immediately report it to their Supervisor and Human Resources. In addition, they may be required to fill out one or more forms in relation to the incident. This applies to all types of accidents and damage, including damage to the property of clients, and others, as well as City property and equipment. Employees are expected to cooperate fully with City accident and damage investigations.

Employees that are required to drive as part of their job and are involved in an accident or receive a traffic citation which results in a limitation of their driving privileges, must immediately report their limitations to their Supervisor. The City will determine what action is appropriate depending on the circumstances and degree to which their limitations interfere with their ability to perform their job duties.

Out of Town/Overnight Travel

Authorized travel must be conducted in the most efficient and cost-effective manner resulting in the best value for the City. Management determines the necessity, available resources, and justification for the need for and the method of travel and related expenses. Prior to incurring any costs and/or traveling on City-approved business, employees must obtain approval from their Supervisor, utilizing the appropriate travel forms.

Meals and Incidental Expenses

In addition to City employees, this section is applied to City Council and other volunteers approved to receive paid meals and incidental expenses.

Meal reimbursements are provided at rates that are consistent with applicable federal and state rules, including Internal Revenue Code regulations. If traveling out-of-town on City-approved business, eligible travelers may request to receive either a meal and incidental expense per diem based on federally established rates or eligible travelers may request reimbursement based on actual costs. However, actual costs are reimbursed only up to the federally established rates and detailed receipts are required. Such requests must include a copy of the event schedule or agenda, where applicable, to confirm start/stop dates and times and identification of meals that may be included as part of the event registration.

The maximum per diem rates include a fixed allowance for meals and incidental expenses, the M&IE rate, or fraction thereof, is payable to the traveler without itemization of expenses or receipts. On the first and last travel day, employees are only eligible for 75 percent of the total M&IE rate as per the federally established rates. For any lodging or other authorize expense costing over \$75, employees must provide a receipt or a reason acceptable to the City explaining why they are unable to provide the necessary receipt consistent with Federal Travel Regulation 301-11.25.

Meal Per Diem is distributed when overnight travel is required or under the following conditions during non-overnight travel outside of the Salem-Keizer area:

- Breakfast – employee must be on travel status for two hours or more before the beginning of their scheduled work shift to receive a breakfast allowance. See percentages and related requirements below.
- Lunch – employee must be on travel status for two hours or more before the beginning of their scheduled lunch break to receive a lunch allowance. See percentages and related requirements below. Also, if an employee is attending an official business meeting where a working lunch is required but not included in the fee, that meal will be reimbursed. A receipt is required.
- Dinner – Employee must be on travel status for two hours or more beyond the end of their scheduled work shift to receive a dinner allowance. See percentages and related requirements below.

Meals included as part of the registration fee(s) for a conference, seminar, etc., must be subtracted from the employee's daily meal per diem. Use the following percentages to determine the appropriate amount to deduct:

- Breakfast equals 25% of the allowed daily meal per diem
- Lunch equals 25% of the allowed daily meal per diem
- Dinner equals 50% of the allowed daily meal per diem

Under no circumstances will purchases of alcohol be reimbursed.

Generally, the applicable maximum per diem rate for each calendar date of travel is determined by the location of lodging for the traveler. An updated list of M&IE rates for travel is available by specific region on the GSA website (www.gsa.gov). In addition, if the destination is not available on the GSA list, GSA maintains a standard rate for the continental United States (CONUS).

Business Meeting Related Meals

For the purpose of this policy, a "Business Meeting" has an agenda, a formal speaker, or is where official business is conducted. Business meals purchased at business meetings must be approved by the City Manager or designee prior to reimbursement. A "Business Meal" generally occurs at professional or organizational meetings or when there is a scheduled speaker at a conference or training and the meal is not already covered in registration. Examples that do not qualify as a "Business Meal" are when a group of attendees gather to eat lunch and may or may not discuss the training, or when "on your own" for meals during a day-long training or conference.

Mileage Reimbursement

Employees who incur mileage costs for approved travel on behalf of the City must submit an Employee Travel Advance form or an Employee Travel Reimbursement Form to their Supervisor for review and approval. Reimbursement is made at the established IRS rate at the time of travel. Reimbursement is made only for pre-approved business travel, which does not include travel to and from work. Employees will not be reimbursed for additional trips if they decide to travel home for the night and return the next day rather than stay on site except in cases where travel home is more cost effective.

Travel Advances

An employee may request to receive per diem in advance of travel. Travel advances, including per diem advances, are available by submitting the appropriate travel forms at least two weeks prior to departure. All travel advances must be approved by a Supervisor or Department Director prior to funds being advanced. Any unused portion of the travel advance must be returned to the City. Employees receiving per diem advances must submit documentation supporting the dates and times of travel. Any discrepancies must be reconciled upon return and submittal of an Employee Travel Reimbursement Form.

EQUAL EMPLOYMENT OPPORTUNITY

STATEMENT

The City of Keizer takes its Equal Employment Opportunity Policies seriously. These policies apply to all employees, volunteers, interns and public officials for the City in accordance with applicable law.

NON-DISCRIMINATION

It is the City's policy to provide equal opportunities to all qualified persons without regard to race, color, religion, sex, pregnancy, sexual orientation, gender identity, national origin, age, mental or physical disability, expunged juvenile record, uniformed/military service or veteran's status, use of the worker's compensation system, or any other protected status or activity in accordance with applicable law. It is the City's policy to make employment decisions based on its evaluation of an individual's qualifications, ability and contribution to the success of the City. It is the responsibility of all individuals covered by these policies to understand and comply with these policies.

PAY EQUITY

The City of Keizer abides by Oregon's Pay Equity Law and federal and Oregon laws prohibiting discrimination between employees on the basis of a protected class (as defined by Oregon law) in the payment of wages, salaries or other compensation for work of comparable character. Employees who believe they are improperly receiving wages, salaries or other compensation at a rate less than that being paid to other employees for work of comparable character are encouraged to discuss the issue with the Human Resources Director.

See also "Pay Practices" in the Compensation Section.

POLICY AGAINST HARASSMENT

It is also the City's policy that all employees have a right to work in an environment where the dignity of each individual is respected. The City prohibits Workplace Harassment, including sexual harassment.

"Workplace Harassment" is defined by statute under Oregon law, and includes:

- Conduct that constitutes discrimination prohibited by ORS 659A.030 (i.e., discrimination because of race, color, religion, sex, sexual orientation, national origin, marital status, or age of employee or person associated with employee, or employee's expunged juvenile record), including conduct that constitutes sexual assault.
- Conduct that is prohibited by ORS 659A.082 (i.e., discrimination against an individual based on uniformed service); or
- Conduct that is prohibited by 659A.112 (i.e., employment discrimination against persons with disabilities).

"Sexual Assault" means unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat or intimidation.

All employees and others covered by this policy are expected to accomplish their work in a business-like manner with concern for their coworkers and others they come into contact with through their jobs. For this reason, any conduct that could reasonably be viewed as harassment of employees, citizens/customers, vendors, etc. by employees and others covered by this policy is also not permitted, regardless of working relationships and supervisory status and regardless of whether it meets the technical definition above. Likewise, the City does not permit others in our workplace and on our

worksites to engage in conduct that could reasonably be viewed as harassment of our employees, volunteers, interns or public officials. Specifically forbidden is conduct related to an individual's race, color, national origin, ancestry or ethnic background, religion, sex, sexual orientation, gender identity, mental or physical disability, age, veteran status, marital status, or other legally protected status or activity.

Prohibited conduct of a sexual and gender-based nature includes conduct such as:

- Unwelcome sexual advances; innuendoes; requests for dates
- Unwelcome touching
- Unwelcome visual conduct, such as ogling or making sexual gestures
- Telling dirty jokes/jokes of sexual nature
- Making offensive or derogatory comments about a person's gender, perceived gender, or gender identity
- Making derogatory remarks about a person's actual or perceived sexual orientation
- Talking about one's own sex life or asking about other people's sex lives
- Spreading rumors or telling stories about other people's (such as a coworker's) sex life
- Displaying sexually suggestive objects, pictures, cartoons or posters
- Using City computers or other communication systems to access, send, receive or store material of a sexual/gender, etc. based nature
- Engaging in any other verbal, graphic, electronic or physical conduct of a sexual or gender-based nature, which has the purpose or effect of creating an offensive work environment or otherwise unreasonably interfering with another employee's work

Prohibited conduct of a racial, ethnic, religious, age or disability, etcetera based nature includes conduct such as the following:

- Making racial slurs or offensive ethnic comments
- Telling racial or ethnic jokes
- Displaying cartoons, printed materials or other objects which are racially or ethnically offensive
- Displaying racist symbols
- Making derogatory comments or jokes about, or mimicking a person's physical or mental limitations
- Unwelcome proselytizing (promoting religious beliefs)
- Criticizing or making fun of another person's religious beliefs
- Making derogatory age-based comments, jokes or using age-based nicknames
- Making derogatory comments about veterans or members of the military
- Using City computers or other communication systems to access, send, receive or store racially, ethnically, age-related, disability related or religiously, etc. offensive material; and
- Other verbal, graphic, electronic physical or other conduct of a racial, ethnic, religious, age, disability or other prohibited nature that has the purpose or effect of creating an offensive work environment or otherwise unreasonably interfering with another employee's work.

The City of Keizer is committed to equal employment opportunities and restricts the types of behavior outlined in its policies, above, regardless of whether that conduct constitutes a legal violation. Also, it

is important to understand that these are just examples of conduct that is prohibited by this policy. Employees and other covered individuals are expected to exercise good judgment and refrain from other similar kinds of conduct. Also, conduct of this nature is prohibited even if it occurs off-duty, if it creates an offensive work environment or unreasonably interferes with another employee's or covered individual's work.

Employees should assume that conduct of this nature is unwelcome and will offend others. Therefore, employees are expected to refrain from engaging in such conduct, regardless of the circumstances. It is not an acceptable excuse that others participated in the conduct or did not appear to be offended. In addition, no one should suggest or threaten that an individual's cooperation with or tolerance of conduct of this nature will have any effect on that person's employment or status as a volunteer, intern or public official. The City does not make employment decisions on that basis.

POLICY AGAINST RETALIATION

The City respects the rights of its employees and others in our workplace to raise harassment and discrimination concerns and to participate in investigations. The City does not permit employees or others to retaliate against individuals who report harassment or discrimination, cooperate with investigations, testify in harassment proceedings or otherwise assist in the City's enforcement of our policies against discrimination and harassment.

"Retaliation" is broadly construed and may include on-duty or off-duty conduct, whether related to employment or not, that could discourage a reasonable person from making a complaint of discrimination, harassment or retaliation, or from testifying, assisting or participating in an investigation, proceeding or hearing. Retaliation includes treating another employee differently because they or someone close to them reported harassment, complained about discrimination or engaged in any of these types of activities.

It also includes giving an employee "the cold shoulder" or treating an employee or covered individual rudely because they or someone close to them reported harassment. Withholding information or cooperation necessary for them to do their job, changing work assignments or hours, because of their complaint or participation in enforcement of this policy etc. are also examples of retaliation. Retaliation also includes discouraging an employee or covered individual from reporting harassment or criticizing an employee or covered individual who reports harassment or cooperates in an investigation. Examples of this kind of retaliation include telling an employee or covered individual not to "rat" on another employee or covered individual who is committing harassment.

REPORTING PROCEDURES

Employees should promptly contact their Department Director, the Human Resources Director or the City Manager, whomever they are most comfortable reporting to. If the concern involves one of the people listed above, employees are expected to report the concern to a different person on the list. Employees should not report their concern only to the person they believe has (or is accused of having) violated this policy.

Examples of violations include those listed below:

- Discrimination in violation of City policy or equal employment opportunity laws;
- Any type of harassment or other conduct prohibited by the Policy Against Harassment, whether by an employee, volunteer, intern, public official or by anyone else they come into contact with through their job (vendors, citizens/customers, or other business visitors, etc.);
- Retaliation for the reporting of discrimination or harassment, opposing discrimination or harassment or cooperating with investigations; or

- Observed behavior or overheard comments that raise concerns regarding compliance with the City's Non-Discrimination Policy, Anti-Harassment Policy or Policy Against Retaliation toward others.

Any Supervisor who receives information about conduct that may violate these policies is required to immediately notify their Department Director, the Human Resources Director or the City Manager and to provide the employee raising the concern with a copy of this policy. When a Department Director, the Human Resources Director or the City Manager receives a report of alleged discrimination, harassment or retaliation, they must document what is reported and provide the employee with a copy of this policy. Anyone that receives a report of alleged discrimination, harassment, or retaliation should promptly notify the Human Resources Director, or if a report involves the Human Resources Director, notify the City Manager.

All employees and covered individuals who believe that they have been subject to or witnessed conduct in violation of the City's Equal Employment Opportunity Policies are also advised to document those incidents.

Employees are encouraged to promptly report complaints and work with the City to voluntarily disclose and report information regarding incidents of workplace harassment and informally resolve problems involving violations of our Equal Employment Opportunity policies. Covered individuals have a legal right to report Workplace Harassment under Oregon law for up to four (4) years from the date on which the alleged harassment occurred. The City, however, does not place any time limits on the ability to report violations through the City's internal complaint procedures. Regardless, all covered individuals are expected and encouraged to report incidents that violate these policies at the earliest opportunity in order to maximize the City's ability to conduct a prompt and thorough investigation and prevent further occurrences of prohibited conduct. Our ability to resolve these kinds of problems is dependent on employee cooperation in reporting incidents that create an offensive or hostile work environment. All City employees, volunteers, interns and public officials have an affirmative obligation to promptly report violations of our policy and cooperate with investigations.

INVESTIGATIONS AND VIOLATIONS

All complaints of violations of the City's Equal Employment Opportunity policies shall be promptly investigated by a person designated by the City, such as the Human Resources Director or an outside investigator. Consistent with applicable law, the name of the complainant is kept confidential during the investigation. Witness names and other information related to the investigation is also kept confidential to the extent the City determines confidentiality can be maintained while allowing us to comply with our legal obligations, including the responsibility to conduct a thorough investigation and maintain a workplace free of the types of unwelcome conduct prohibited above.

If the City finds that an employee has violated its policies, appropriate disciplinary action up to and including immediate discharge shall be taken. Action will also be taken to address violations made by volunteers, interns, public officials and others who violate our policies, which may include discharge from the volunteer or intern position. In addition, other corrective action, such as individualized training and other steps may be taken as the City determines appropriate.

FOLLOW-UP WITH COVERED INDIVIDUALS

Consistent with applicable law and best practices, it is our policy to follow up with the victim of alleged harassment at least once every three months for one year following the date on which the City received the report to ensure that any harassment or other policy violations have stopped and that the victim is not subject to retaliation. These follow-up contacts will occur unless the victim objects in writing to this practice. The City may, in its discretion, also follow up with witnesses and others who cooperated in an investigation, including employees and other covered individuals who reported conduct that was not

determined to be a violation of this policy, for the purpose of enforcing anti-retaliation prohibitions. Employees, volunteers, interns, and public officials who have questions or concerns about our Equal Employment Opportunity Policies are encouraged to contact the Human Resources Director or follow the Reporting Procedures outlined in those policies.

RECORDS RELATING TO HARASSMENT

Notices of leave pending investigation, notice of interviews, due process notices and disciplinary notices are generally maintained in personnel files. Other documents related to complaints and investigations are maintained in confidential files for a *minimum* period of the 5-year statute of limitations or the minimum retention period required under Oregon law, whichever is longer. Such records are generally released only as the City determines appropriate to defend against legal claims, establish consistency and lack of discrimination, to establish that an employee or covered individual received notice of standards of conduct required under this policy, and when otherwise required by applicable law. If documents are removed from a personnel file as required by an applicable collective bargaining agreement or any other reason, they will nevertheless be retained by the City as required by other applicable law(s).

PROHIBITED AND VOLUNTARY AGREEMENTS

All employees and other covered individuals should be aware that, the City of Keizer does not require or coerce any employee or covered individual to enter into any non-disclosure (confidentiality) or non-disparagement agreement that would prohibit them from discussing alleged discrimination, harassment (including sexual assault) in the workplace. This includes any conduct that occurs between employees/covered individuals, between an employer and the employee/covered individual in the workplace or at a work-related event coordinated by the City, or that occurs between an employee/covered individual and the employer off of City property.

Employees and other covered individuals claiming to be aggrieved by Workplace Harassment may, however, voluntarily request to enter into an agreement (e.g. separation, severance or settlement agreements) containing a confidentiality, non-disparagement and/or no-rehire provision(s). Although the City is not obligated to offer or agree to any such separation, severance or settlement agreement, an employee or other covered individual who enters into such an agreement will also have the option to revoke the agreement within seven days after it is signed.

Under this policy, a nondisclosure agreement is any agreement by which one or more parties agree not to discuss or disclose the amount of fact of any settlement or information regarding any complaint of Workplace Harassment, discrimination, or sexual assault.

A non-disparagement agreement is any agreement by which one or more parties agree not to discredit or make negative or disparaging written or oral statements about any other party.

EMPLOYEE RESOURCES

Employees and covered individuals who believe they need counseling or other support services are encouraged to use the City's Employee Assistance Program (EAP). Additional information on the EAP can be found in the Employment Benefits section of this Manual. The Oregon Health Authority or the Oregon Board of Licensed Professional Counselors and Therapists may also have additional information to help connect employees with counseling and other support services.

More information can be found on the websites for these agencies at:

<https://www.oregon.gov/oha/pages/index.aspx>

<https://www.oregon.gov/oblpc/Pages/Websites.aspx>.

OTHER COMPLAINT AND ENFORCEMENT OPTIONS

All employees and other individuals covered by these policies should also be aware that they have the right to make complaints to and seek remedies through the Oregon Bureau of Labor and Industries' complaint resolution process or by filing claims in court as well as to pursue their rights under other available laws, whether civil or criminal. The City does not provide any employee or other covered individual with legal advice. However, all employees and covered individuals should be aware that time limits apply to the ability to pursue civil and criminal complaints. For example, claims made with the Oregon Bureau of Labor and Industries for alleging discrimination or harassment under Oregon law [based on race, color, religion, disability, uniformed/military service, sex, sexual orientation, national origin, marital status or age (18 or older), (or because of this status of anyone the employee associates with), or because of an individual's expunged juvenile record], must generally be filed within 5 years from the date of the alleged unlawful practice. This same statute of limitations applies to such claims filed in court when no Bureau of Labor and Industries claim has been filed. However, conduct that occurred prior to October 2019 is subject to a shorter (1 year) statute of limitations and different statutes of limitations apply under federal law (*generally* claims must be filed within 180 days with the federal EEOC or within 300 days if state or local law prohibits the same conduct and a state or local agency enforces a law that prohibits employment discrimination on the same basis). The statute of limitations for criminal complaints varies based on the nature and degree of the conduct.

Please also be aware that Oregon law requires that individuals bringing claims against a public officer, employee or agent of a public body or a public body (e.g., the City) must first provide a notice of claims (often referred to as a Tort Claims Notice). Except as otherwise provided by ORS 30.275 (such as for minority, incompetency, or other incapacity), the Tort Claims Notice must generally be provided within 180 days of the alleged loss or injury.

Covered individuals who want more information may contact the Oregon Bureau of Labor and Industries at: <https://www.oregon.gov/boli>. They may also contact local law enforcement, or contact an attorney of their choosing. The Oregon State Bar provides a referral service through which employees may be connected with attorneys. Information regarding this service can be found at: <https://www.osbar.org/public/ris>.

For employees and others whose legal rights are determined to have been violated, additional remedies, such as back pay, counseling or medical costs; attorney fees, pain and suffering, and punitive damages may be available.

PREGNANCY AND DISABILITY ACCOMMODATION

The City of Keizer is committed to complying fully with state and federal pregnancy and disability accommodation laws. If workplace modifications or other assistance to accommodate pregnancy are required (including but not limited to pregnancy, childbirth or a related medical condition, such as lactation) or disability, it is the employee's responsibility to contact the Human Resources Director to make sure they are aware of not only of pregnancy or disability, but also the need for accommodation.

Reasonable accommodations may include acquisition or modification of equipment or devices, schedule modifications, allowances for service animals, and other job modifications that are intended to enable a pregnant or disabled employee to perform their essential job duties. When an employee advises Human Resources of a condition that they believe requires accommodation, Human Resources work with them to review their job limitations, requested and other potential accommodation(s) etc., and discuss the matter with them to determine what, if any, reasonable accommodations can be made to enable them to perform their job duties in a safe and satisfactory manner. All employees are expected

to cooperate with this process, including our requests for medical confirmation of their condition and the nature and extent of any limitations on their ability to perform their job duties.

The City does not create positions that do not exist to accommodate employees. However, if, even after any required reasonable accommodation, an employee is unable to perform their essential job duties, the City will then explore opportunities to place disabled employees in other existing and available positions that are, with or without reasonable accommodation, suited to their skills, abilities, and limitations.

If an employee has been provided an accommodation that they feel is not effective for any reason, the employee should promptly notify the Human Resources Director.

FITNESS FOR DUTY / MEDICAL EVALUATIONS

The City respects its employees' rights to privacy. However, in order to ensure that applicants for employment and current employees are qualified and able to safely perform the essential functions of their positions, the City may require the applicant or employee to participate in fitness for duty/medical evaluations (including physical and/or mental health evaluations, as applicable). For example, all law enforcement officers must complete a psychological screening to determine their fitness to serve as a law enforcement officer in accordance with applicable law.

Fitness for duty/medical evaluations may also be required whenever the City has a good faith concern about the employee's ability to perform their job duties with or without a direct threat to themselves or others, to support requests for medical leaves of absence and other workplace accommodations, etc. in accordance with applicable law. The City pays any out-of-pocket costs not covered by insurance for required medical evaluations. Employees who have medical or other restrictions on their ability to perform the duties and requirements of their position are expected to promptly notify their Supervisor and Human Resources. The City complies with applicable laws regarding medical examinations, and all medical information obtained is treated confidentially.

RELIGIOUS ACCOMODATION

The City of Keizer is also committed to complying fully with its reasonable accommodation obligations for the religious beliefs and practices of its employees. If an employee requires scheduling or other workplace modifications for their religious beliefs and practices, they are to contact the Human Resources Director.

EMPLOYEE RESIGNATIONS AND TERMINATIONS

REFERENCES

Non-law enforcement employees who leave our employment are given the option of authorizing the City to release information regarding their work performance, attendance (excluding FMLA/OFLA and other protected leaves), interpersonal relations, etc. on forms available through the Human Resources Office. If departing employees do not sign these forms, reference check information is generally limited to their length of employment, positions held, and other information required to be disclosed by applicable law (e.g., CDL driver records). The City does, however, reserve the right to share information with a prospective employer that, in its view, makes the employee unsuitable for the position sought.

All reference requests must be directed to the Human Resources Director for response on behalf of the City. The Human Resources Director determines what information is appropriate for disclosure. No employee may provide a reference, verbal or written, on behalf of/in their official capacity with the City without the prior knowledge and approval of the Human Resources Director. Law enforcement employees who leave the City's employment are subject to background and reference checks as determined appropriate by the Keizer Police Department.

EMPLOYMENT CLASSIFICATIONS

VOLUNTEERS

As a public entity, the City appreciates the service of many volunteers. Volunteers are individuals who donate their services to the City for civic or humanitarian reasons without contemplation or expectation of compensation in accordance with applicable law. City volunteers include the Mayor, City Councilors as well as board, commission, committee and task force members and individuals who assist in specific departments where volunteer duties have been established.

Although the City expects volunteers to meet our conduct and behavior standards (as well as any performance requirements related to the nature of their volunteer services), volunteers are not considered employees of the City and are not paid for their services or eligible for benefits. Volunteers may choose to discontinue their volunteer services at any time. The City may also discontinue volunteer services at any time for any reason without appeal rights or due process procedures.

City Councilors and Budget Committee Members are not eligible to hold a paid position with the City. Allowing such would result in supervisory issues given the separation of Administration and Council duties by City Charter; potential, perceived or actual conflict of interest in situations where parties are making recommendations or voting on budgetary issues related to the Event Center; and the need for dual identification in building access procedures.

Consistent with the Fair Labor and Standards Act (FLSA), individuals who have been hired into paid employment positions with the City (employees) are prohibited from volunteering to perform the same or similar work to the work they perform in their paid positions and from performing any volunteer work during their normal working hours. In order to avoid misunderstandings, City employees must obtain approval in writing from the City Manager or the City's Human Resources Director before performing any volunteer services for the City. City employees who want to also volunteer with the City, please contact Human Resources.

City employees may not serve as voting members on any type of City advisory body, such as task forces, committees, commissions or boards that would create a conflict of interest with their employment with the City (including but not limited to the prohibition on volunteering to perform the same/similar work they perform in their paid positions).

Likewise, although City employees may serve on outside boards and committees in any capacity, they must abstain from any topic or activity that may create a conflict of interest with their employment or position with the City. If unsure whether a potential conflict of interest may exist, contact the Human Resources Director or City Attorney.

WORKPLACE SAFETY

STATEMENT

All employees are required to review the City's Safety Manual and to refer to it for more detailed information regarding safety requirements and responsibilities of Supervisors and employees, as they relate to the compliance with the Oregon Occupational Safety and Health Division (Oregon OSHA) legal standards. In addition, employees are required to review and follow all Department specific manuals and related documents as provided by a Supervisor or Department Director.

The information below is an excerpt from the City of Keizer Safety Manual – Introduction and City of Keizer Safety Program Statement.

PHILOSOPHY

Safety at the City of Keizer is not just a concept, an idea, or a mind-set. Each and every employee is a valued member of our team. That's why it's so critical that we work together to ensure a safe environment for all. Employee safety cannot be a centralized function. To be effective, safety must be a "grassroots" effort, driven by every employee and volunteer. As such, we view safety as a critical part of everyone's job.

The success of our safety program requires each employee's personal commitment and constant attention to identify and eliminate potential hazards and support and advocate for consistently safe work habits. All City employees are expected to review and familiarize themselves with the City's Safety Manual and to regularly use it as a reference tool. It includes details on work practices that can prevent accidents, tools to implement and support department-specific safety programs, and other information that can protect our most valuable asset, our employees.

Even one employee injury is one too many! The expectation is that we see our safety practices in action every day. Let us strive together to be the best we can be in this crucial area and send everyone home as well or better than when they arrived.

The City of Keizer holds in high regard the safety, welfare, and health of our employees. Every reasonable effort shall be made to maintain a safe working environment. No job will be considered so important and no request so urgent that we cannot take time to perform our work safely.

SAFETY MANUAL

The primary purpose of the City of Keizer's Safety Manual is to provide employees with the information necessary to prevent accidents. The second function of the manual is to establish guidelines for departments to use to prevent and/or respond to work-place accidents. General information, as well as interpretations of state/federal regulations, and City Personnel Policies relating to safety, are all included in the manual. While the manual does not cover all of the City's risk management activities (certain departments may have risk management and safety procedures that are more detailed and specific), the written guidelines contained in the manual are the baseline and must be followed in all work areas of the City.

Our Safety Committee reviews and recommends safety programs and assists Management to promote safe working conditions. Some of the additional tools we use to maintain a safe work environment include safety orientation for new employees, timely and appropriate ongoing training including refresher training as needed, an active safety committee, an active self-inspection program, proper mechanical guards, and personal protective equipment.

Department Directors and Supervisors are required to know, reference, and use the City of Keizer's Safety Manual. They are also ultimately responsible for conveying this information to employees whenever such information is relevant to an employee's job. In addition, Department Directors and Supervisors develop and implement department specific safety programs which include regular group training, job specific training, provisions for safety equipment, and record keeping procedures. Most importantly, Department Directors and Supervisors understand and convey that safety is an important component of every employee's job performance.

Employees are asked to keep in mind that accidents don't just happen by themselves. They are "caused." An effective safety program led by a safety conscious work force, can prevent accidents. This is why the City is committed to providing an environment where all employees are expected to be safety conscious and every Supervisor is required to follow, promote, and enforce safe work practices and procedures. Cooperation and communication is essential to creating such an environment. For individual employee safety and personal risk management, as well as for the safety of others, talk about safety issues, read the safety manual, follow the written procedures, and always consider the "safest" way to do the job.

Questions about our safety program, policies, or expectations should be directed to a Supervisor, Department Director, Safety Committee Representative, or Human Resources. By accepting mutual responsibility to operate safely, we will all contribute to the well-being of one another and our organization.

REPORTING INJURIES, ACCIDENTS AND UNSAFE WORKING CONDITIONS

See the City of Keizer Safety Manual for detailed information and direction on these important subjects. In an emergency situation, contact any Supervisor, any member of the Safety Committee or Human Resources.

We also encourage employees to bring general concerns and recommendations for improving workplace safety to our attention. General concerns and recommendations can be made to the Safety Committee or the employee's Supervisor. Employee concerns and recommendations are welcomed and carefully considered.

Reporting Injuries & Illnesses

Work related injuries and illnesses **must** be reported to a Supervisor as soon as possible. This is essential. Even though a work-related injury might appear to be of little consequence, it is important that it be reported in sufficient detail to establish a claim should complications follow. In the case of an on-the-job injury, a Supervisor/Employee Incident Report must be completed and submitted to the Human Resources Department within 3 days of the injury/illness. If medical treatment is sought, a Report of Job Injury or Illness - Form 801 must also be completed and returned to the City, within three (3) calendar days of receiving medical treatment.

Reporting Accidents

All employees are required to immediately report to the appropriate Supervisor or Human Resources any work-related accident involving other persons or their property, or injuries to the public. These accidents should be reported in sufficient detail to allow us to respond. Accidents involving City owned vehicles or personal vehicles being operated during City business shall also be reported immediately to the appropriate Supervisor, or Human Resources. Such accidents will be investigated. Accidents involving City owned equipment or City property when personal injury or property damages result must be

reported immediately to the appropriate Supervisor, who will determine if an investigation is warranted. Employees are required to cooperate fully with all accident investigations.

Managing & Reporting Unsafe Working Conditions

It is the responsibility of every employee to identify conditions which could pose a hazard to employees or to the general public. We encourage our employees to work with us to maintain safety by alerting us to potentially unsafe conditions. Employees who see an unsafe or dangerous working condition that can easily be corrected (such as a cord lying across a walkway), should fix the problem immediately. Use personal protective equipment as appropriate.

An employee who observe another employee working in a manner which might cause immediate injury to themselves or others is responsible to warn them of the danger. It is expected that employees communicate directly with their coworkers, in the interest of their safety. The employee should state their concern and the reasons behind it. If the unsafe behavior persists, they are to promptly notify an appropriate Supervisor.

If an employee witnesses a physical or environmental hazard, first and foremost, they are to provide for personal safety by restricting access to the hazard, or securing the area.

If a hazard is not easily eliminated, or if they are not authorized or prepared to eliminate the hazard in a safe manner, they are to report the hazard immediately. Before leaving a job, employees are to correct or arrange to give warning of any condition which might result in injury to others unfamiliar with existing conditions. In addition, all employees are expected to promptly report any unsafe working condition or other safety concerns to their Supervisor, Department Director, a member of the Safety Committee or the Human Resources Department. Employees shall follow-up by providing the reported information in writing as soon as practicable.

RETALIATION

It is important for all employees to understand that the City expects its employees to report all workplace accidents, injuries and unsafe working conditions and to participate in investigations. We do not allow Supervisors, Managers or other employees to retaliate against employees who comply with our safety reporting policies. Employees should bring complaints of retaliation to their Supervisor, Department Director, Human Resources Department, or City Manager. These types of complaints will be promptly investigated and violators will be subject to appropriate disciplinary action, up to and including termination of employment.

USE OF TOBACCO PRODUCTS

In keeping with the City's intent to provide a safe and healthful environment, smoking and vaping are prohibited inside any of our buildings, vehicles or on our equipment, except for undercover police vehicles. This policy applies equally to all employees, citizens and visitors. As such, it is the responsibility of all employees to ensure that no person smokes or vapes inside City facilities, City vehicles or on City equipment. Smoking and vaping is restricted to areas beyond 10 feet of building entrances, exits, windows and air intake vents. Use of smokeless tobacco is discouraged in City buildings, vehicles or on equipment. Smoking, vaping and use of smokeless tobacco is discouraged at any time employees may be in the view of the public. Employees who smoke, vape or use smokeless tobacco consistent with this policy are expected to keep areas clean by disposing of cigarettes, matches and any other residual by-products in appropriate receptacles.

BLOODBORNE PATHOGENS

Some City employees and volunteers perform services, which may require them to come into contact with bodily fluids such as blood or other potentially infectious materials. The City has developed a detailed exposure control plan that outlines the safeguards and procedures that all employees are expected to follow related to bloodborne pathogens. Our Bloodborne Pathogens Exposure Control Plan can be found in the City of Keizer Safety Manual. In addition, the City conducts periodic training, at least annually on bloodborne pathogens and exposure control for those at most risk for exposure (specific employees in Code Enforcement, the Community Center, Police Department and Public Works).

CONTAGIOUS DISEASES

The City takes its responsibility to provide all employees with a safe and health work environment seriously. Employees are prohibited from reporting to work or returning to duty with a health condition which presents a direct threat to themselves or others. This prohibition includes knowingly reporting to work with a contagious disease, such as coronavirus, influenza, lice, mites, ringworm and strep throat, etc.

Even when the condition does not meet this standard (such as a mild case of the common cold), all employees are strongly encouraged to take appropriate time off to recuperate consistent with City time off policies and are expected to use appropriate precautions for limiting the spread of germs in the workplace, including covering coughs/sneezes, practicing social distancing and increased handwashing, etc. Employees are expected to be considerate of others in the workplace and to assist us in providing everyone with a safe and healthy work environment.

WORKPLACE VIOLENCE POLICY

As part of our commitment to safety, the City is committed to providing a work environment that is free of violence. Any acts or threatened acts of violence between coworkers, or between members of the public and City employees, are not tolerated regardless of where those acts or threatened acts occur, on or off duty. Employees engaging in violence or threatened violence are subject to disciplinary action, up to and including immediate involuntary termination of employment, and may be subject to other civil suits or criminal liability. The types of conduct listed below are prohibited.

Prohibited Conduct

1. Provoking, participating in or encouraging fights or other physical altercations.
2. Threatening the safety or well-being of another employee, volunteer, client or member of the public, whether directly or indirectly.
3. Vandalizing City property or the property of members of the public, business associates, vendors, volunteers, or other employees.
4. Screaming, cursing or engaging in outbursts of temper, particularly when directed at another employee, volunteer, member of the public or business associate.
5. Intimidating or coercing another employee, volunteer, member of the public or business associate.
6. Advocating or encouraging acts of violence toward others.
7. Being in possession of explosives or devices designed to detonate explosives on City Property, including parking lots or in City vehicles.
8. Being in possession of guns and weapons on City property, including parking lots or in City vehicles unless approved in writing by the City Manager, Chief of Police and Human Resource Director. This prohibition does not apply to authorized possession of guns and weapons by law enforcement personnel, nor does it apply to the lawful possession of concealed weapons in an employee's locked vehicle parked in a City parking lot.

9. Distributing “hate” literature or engaging in other communications that advocate violence.
10. Engaging in any other conduct the City considers menacing, threatening or violent, whether directly or indirectly.

Guidelines

1. If an employee is in immediate fear for their safety or the safety of another person, they should call 911 and notify their Supervisor or another member of management, if possible.
2. Employees should always take bomb threats or other threats of harm to persons or property very seriously and not ignore them.
3. If threats are received on voice mail, the message should not be deleted until the police have had an opportunity to record the message.
4. Employees may request that members of the public who yell or threaten them, their coworkers, etc. to immediately leave the premises.

Reporting Procedures

Employees should immediately report incidents that involve violations of this policy to their Supervisor, Department Director, Human Resources or the City Manager. Incidents are investigated. Violators are subject to discipline as we determine appropriate, up to and including discharge. Retaliation against those who report incidents, or provide information in connection with an investigation, will not be tolerated. Employees who engage in retaliation are subject to immediate discharge.

SAFETY COMMITTEE

The City of Keizer is committed to providing a safe work environment for our employees. As a result, the City has established a centralized Safety Committee which includes representatives from subcommittees in the Police Department and Public Works Department, to ensure adequate coverage of the unique safety and health concerns for each of our locations. Our Safety Committee works with management to prevent accidents and injuries, and is responsible for making recommendations on improving safety and health in the work place. In particular, the Committee has been charged with the responsibility to identify problems and obstacles which impact loss prevention; identify hazards and suggest corrective actions; help identify employee safety training needs and develop accident investigation procedures. Additional details regarding the Safety Committee can be found in the Safety Manual.

INCLEMENT WEATHER & CITY OFFICE CLOSURE

All departments and offices of the City are open for regularly scheduled business during all weather conditions, unless closed by the City Manager or designee within federal and state statutes. In the event weather conditions disrupt work schedules, the following conditions apply:

1. Employees are expected to report to work during their regularly scheduled shift.
2. An employee who decides they cannot report for work, reports to work late, or leaves early due to weather conditions, is required to use vacation time, compensatory time, personal leave or leave without pay for time lost. Sick leave may not be used for lost time under these circumstances.
3. In the event the City Manager or, in the absence of the City Manager, the person designated to act on their behalf, advises employees that the Department where they work is closed to staff, as well as the public, and specifically directs the employees not to report to their duty stations before the opening hours of operation or during the hours of operation, and when it is no fault of the employee(s), the City pays for any portion of their regular shift not worked. The employee must

report to their Supervisor each day until the City reopens utilizing the communication method specified by their Supervisor or designee.

4. In the event the City offices are closed during the work day and employees are sent home with pay, those employees are considered to be on-call and must remain available to perform work at home, as well as to report back to their duty station within one hour, unless it would be unsafe for them to do so.

EMERGENCY SITUATION PROCEDURES

During emergency situations while on City premises, follow the guidelines in the Internal Emergency Operations Plan. During emergency situations while away from work, employees may be called back to work even if the employee has completed their shift. Employees are required to report back to their duty stations and carry out such duties as assigned by a designated City of Keizer Supervisor. When an incident of catastrophic dimension occurs, the City realizes that employees have a duty first to secure their families prior to reporting back to the City.

For additional information or answers to questions about any Workplace Safety and Health topic or training opportunities, please refer to the City of Keizer Safety Manual, contact any Safety Committee Member or the Human Resources Department.

COMPENSATION

CLASSIFICATION REVIEW AND RECLASSIFICATION

The City has established pay classification plans designed to provide consistency in our pay scales and similar pay for similar responsibilities and job functions. Positions are generally grouped by “class” and a pay scale is established for each “class” of position. A “class specification” for each class of jobs provides a general outline of the characteristic duties, responsibilities, qualification requirements, etc. that are applicable to that class of positions and that distinguish the class from other classes of jobs. The “Class Title” is the official title of each position allocated to the class for the purpose of personnel actions. It is used on payroll, budget estimates and official records and reports relating to the position. A different “Working Title” may be used when determined to be helpful in identifying the role of the employee to customers, etc. if authorized by the Department Director. However, working titles have no bearing on the official designated classification of any position.

Prior to the assignment of a new ongoing duty or set of duties to an employee, the Supervisor generally reviews the classification specifications to determine if the duties are appropriate for that employee’s classification. However, all classification system assignments are determined by Human Resources. The Human Resources Director allocates positions to the appropriate classification and may make revisions in the Classification System including the reclassification of existing positions, combination and/or revision of existing classes, and deletion of obsolete classes, with review and approval of the City Manager. The Human Resources Director also establishes new classifications which require review and approval of both the City Manager and the City Council.

Managed Cost of Living (COLA) Based Annual Increases

The City recognizes that fluctuations in the state’s economy will affect the market value of wages and salaries. As a result, the pay matrix is amended each calendar year in July to reflect these fluctuations by incorporating any increases necessary into the matrix utilizing the CPI-W (Consumer Price Index-W) Western Region Size B-C for the prior year (January-December) as the primary guiding factor for determining the increase amount. Such increases are subject to available funding and budget approval, and may be revised by City Council Resolution.

Critical Language

Any City employee is eligible to receive a language differential of five percent (5%) for Spanish if the City Manager determines that their position requires the employee to regularly use both English and Spanish on a day-to-day or other frequent basis for the benefit to the City and the employee has this skill. To be eligible, the employee must be fluent in the language as determined by the City Manager, based upon a testing program approved by the City.

Non-Critical Language

Any City employee is eligible to receive a language differential of five percent (5%) for Russian or American Sign Language for the shift during which they are required to use the language as confirmed by their supervisor.

RETIREMENT

DEFERRED COMPENSATION WITH CITY MATCH

The City offers a voluntary deferred compensation plan to all full-time and part-time employees effective the date of hire. Employee contributions are paid through payroll deductions and, depending on the type of plan selected, may be tax deferred or paid using post-tax dollars. The City will contribute six percent (6%) of an employee's gross salary to an employee's individual deferred compensation plan. Employees are responsible to initiate their own plan. Employees may continue to contribute individually to their plan at their election. Contributions are subject to IRS regulations. The amount of the City's contribution is determined by City Council Resolution and future contributions can be changed by the City Council, consistent with the plan document and any applicable collective bargaining agreements.

INTRODUCTION

APPLICATION

- These Personnel Policies apply to all City employees.
- ~~Certain policies also apply to as well as~~ City Councilors ~~including the Policy Against Harassment, the Workplace Safety Policy, the Travel Policy when~~ conducting City-approved business regarding ~~Travel Policy or and the Employee Resignations and Terminations Policy when~~ asked to provide a reference in their capacity as City Councilor ~~(Employee Resignations and Terminations Policy).~~
- ~~The following select policies also apply to unpaid interns and staff volunteers: General Policies and Working Conditions, the Policy Against Harassment, Standards of Conduct, Workplace Safety and Alcohol and Drug Free Workplace Policies.~~

~~References to “us,” “we,” and “our” refer to the City as represented through the members of the management team acting in the course and scope of their positions.~~

- ~~In the event of a conflict between these policies (including this Personnel Policy Manual and any supplemental policies or department-specific standards) and any valid collective bargaining agreement (CBA), the CBA will be the controlling document and the provisions of these policies will not apply.~~
- ~~The City interprets and applies these policies in accordance with applicable federal, state and local laws, regulations and ordinances, including changes in such laws, regulations and ordinances pending necessary revisions to this Manual~~ City ordinance, state, or federal law, the terms and conditions of the labor contract, ordinance, or law will take precedence.
- ~~There~~ ~~The policies in this Manual~~ may be ~~supplemented by more stricter~~ department-specific guidelines (such as call in procedures and scheduling timeline requirements) that apply to employees in those departments due to the nature of the work in those departments, ~~provided those guidelines have been reviewed and approved by Human Resources and the City Manager and do not conflict with applicable law.~~ In such cases, the Department Director ~~will ensures~~ each employee is aware of such guidelines through the provision of operating procedures, updates, staff meetings or other such communication tools.

~~For example,~~ in addition to the policies in this Manual, due to the unique demands and considerations faced by those who are employed in law enforcement positions, the Keizer Police Department maintains a comprehensive Keizer Police Department Policy~~ies~~ and Procedure~~s~~ Manual. That manual describes the City's expectations for Keizer Police Department staff in greater detail. All employees who work in our police department are required to conform their behavior to the standards and policies contained in that manual as well.

- ~~In the event of the amendment of any ordinance or law or the passage of a new ordinance or law, the City will apply these policies in a manner that conforms with applicable changes, pending necessary revisions to this Manual.~~
- ~~Except as may be approved in writing by the City Manager, no employee or representative of the City has the authority to enter into an employment agreement for any specific term or to bind the City to any term or condition of employment not provided for in these policies or the Keizer Police Department's Policy and Procedure Manual.~~

These policies supersede all personnel policies, manuals and ~~conflicting Council~~ resolutions published prior to the effective date of this Manual. ~~Nothing contained in this material should be construed to create contractual rights.~~

- ~~The City hopes that every employee's association with it is successful and rewarding. However, all employees should be aware that this Manual is not a guarantee or contract for continued or future~~

employment or benefits at any level. Rather, except as otherwise provided in an applicable CBA or written individual employment agreement signed and dated by the City Manager (or City Council if applicable to the City Manager's or City Attorney's position), all employment with the City may be separated at any time by either the employee or the City, with or without cause or notice, and without appeal rights or due process procedures other than those expressly provided for in this Manual or required by applicable law.

GENERAL POLICIES AND WORKING CONDITIONS

TRAVEL

Many positions at the City require employee to drive as part of their work. Employees who are covered by Department of Transportation regulations (those with Commercial Driver's Licenses as part of their jobs) are required to comply with all aspects of those regulations. **In addition, All employees who operate City vehicles or use their own vehicles for City business are required to abide by the following rules:**

Driver's License and Insurability

Employee's whose job requires the use of a City vehicle or their own vehicle must maintain a current and valid Oregon driver's license, including a valid Commercial Driver's License if required in **their** your job duties, **as well as a driving record acceptable to the City and its insurer(s) at all times.** All such employees are required to immediately report any suspension, revocation or limitation on driving privileges that affect their ability to perform their job duties to the Human Resources Department.

Employees who choose to drive ~~their personally owned~~ vehicle for City business must **also** maintain the state required liability insurance minimums. The City does not assume liability for losses or liabilities to an employee as a result of their use of their personal vehicle for City business. **Employee** ~~Your~~ private insurance will be the coverage for liability, property damage or other loss if **the employee** ~~you~~ drives **their** ~~your~~ own vehicle on City business. Therefore, it is important ~~for you~~ to maintain adequate insurance and drive safely at all times.

Use of City and Personal Vehicles

Only employees who are properly licensed, insured and have been authorized in writing by their ~~s~~Supervisor are permitted to drive City vehicles. Likewise, only authorized passengers are allowed to ride in City vehicles and other vehicles while in use for City business.

Authorized passengers are:

1. City employees conducting City business;
2. Officers and agents representing the City;
3. Volunteers acting on behalf of the City;
4. Vendors and contractors working on behalf of the City;
5. Participants in official City business, training, tours and programs;
6. Representatives of other governmental agencies working with the City;
7. Anyone with prior authorization by the Department Director or with specific authorization by the City Manager.
8. ~~As an example, s~~Specific authorization **may** ~~would~~ be provided by the City Manager in situations when the City can be of significant service to members of the public by providing transportation (i.e. transporting a mother and child to a nearby garage when their vehicle broke down or providing a ride to a senior citizen during an extremely hot afternoon). **While these types of services are approved as part of the normal course of work for on-duty law enforcement, any other employees must obtain authorization.**

Compliance with the Law, Traffic Violations, and Good Judgment

All employees who drive on behalf of the City are expected to use good judgment and caution in the operation of the vehicle, and they are also expected to be aware of and comply with all applicable traffic laws and regulations at all times. This includes using safety belts for drivers and passengers at all

times. The City does not pay for employee traffic or parking violations. If ~~an employee you receives~~ a traffic or parking citation while using any automobile on City business, ~~the employee is you are~~ responsible for all fines, court costs, leave from work, etc.

Cell Phones While Driving

For employees who drive any vehicle on behalf of the City, the first responsibility is to drive safely at all times. All employees are expected to be aware of weather, traffic, pedestrians, and other driving conditions and to use caution and good judgment at all times. Employees are prohibited from using hand-held cell phones for any purpose while driving on City authorized or City related business.

Employees who must take a call while driving are required to use a hands-free device at all times, including voice dialing. If an employee does not have an appropriate hands-free device available, or if weather or other driving conditions warrant extra caution even with a hands-free device, they must safely pull off the road and have the vehicle in park before engaging in any call. This policy also prohibits employees from using a cell phone or other device to read, send or receive text or "instant" messages while driving or engaging in any other reading, browsing of social media, internet, etc. while driving on City business. Taking notes (including writing down phone numbers or other information) is also prohibited while driving. All employees who drive must also be aware of and adhere to all state and local laws regarding cell phone use while driving. Violation of this policy will subject the employee to discipline, up to and including termination.

Reporting Accidents and Traffic Citations

If ~~while on City business you are~~ ~~an employee is~~ involved in any accident, traffic citation, parking citation or damage, however small, ~~while on City business or otherwise in any City vehicle, they you must~~ immediately report it to ~~their your~~ Supervisor and ~~City Risk Management~~ Human Resources. In addition, ~~they you~~ may be required to fill out one or more forms in relation to the incident. This applies to all types of accidents and damage, including damage to the property of clients, and others, as well as City property and equipment. Employees are expected to cooperate fully with City accident and damage investigations.

Also, if you ~~Employees that~~ are required to drive as part of your ~~their~~ job and are involved in an accident or receive a traffic citation which results in a limitation of your ~~their~~ driving privileges, you must immediately report your ~~their~~ limitations to your ~~their~~ Supervisor. The City will determine what action is appropriate depending on the circumstances and degree to which your ~~their~~ limitations interfere with your ~~their~~ ability to perform your ~~their~~ job duties.

Out of Town/Overnight Travel

Authorized travel ~~must shall~~ be conducted in the most efficient and cost-effective manner resulting in the best value for the City. Management ~~will determines~~ the necessity, available resources, and justification for the need for and the method of travel and related expenses. Prior to incurring any costs and/or traveling on City-approved business, ~~employees you must~~ obtain approval from ~~their your~~ Supervisor, utilizing the appropriate travel forms available in the City of Keizer Travel Packet. Upon return, you must also submit all appropriate post travel forms as detailed in the City of Keizer Travel Packet.

Meals and Incidental Expenses

In addition to City employees, this section ~~is~~ applied to City Council and other volunteers approved to receive paid meals and incidental expenses.

Meal reimbursements are ~~provided at rates that are consistent with applicable~~ subject to federal and state ~~rules laws~~, including Internal Revenue Code regulations. If you are traveling out-of-town on City-approved business, ~~eligible travelers you may~~ request to receive either a meal and incidental expense

per diem based on federally established rates (acronym for per diem is M&IE), or you **employees** may request reimbursement based on your actual costs. However, actual costs are **reimbursed only up to the federally established rates** limited to the full M&IE allowance and detailed receipts are required. ~~Generally, the applicable maximum per diem rate for each calendar date of travel is determined by the location of lodging for the traveler.~~ **Such requests must include a copy of the event schedule or agenda, where applicable, to confirm start/stop dates and times and identification of meals that may be included as part of the event registration.**

The maximum per diem rates include a fixed allowance for meals and incidental expenses, the M&IE rate, or fraction thereof, is payable to the traveler without itemization of expenses or receipts. **For any lodging or other authorized expense costing over \$75, employees must provide a receipt or a reason acceptable to the City explaining why they are unable to provide the necessary receipt consistent with Federal Travel Regulation 301-11.25.**

Meal Per Diem is distributed only when overnight travel is required or excessive hours of work are required under the following conditions during non-overnight travel outside of the Salem-Keizer area:

- **Breakfast – employee must be on travel status for two hours or more before the beginning of their scheduled work shift to receive a breakfast allowance. See percentages and related requirements below.**
- **Lunch – employee must be on travel status for two hours or more before the beginning of their scheduled lunch break to receive a lunch allowance. See percentages and related requirements below. Also, if an employee is attending an official business meeting where a working lunch is required but not included in the fee, that meal will be reimbursed. A receipt is required.**
- **Dinner – Employee must be on travel status for two hours or more beyond the end of their scheduled work shift to receive a dinner allowance. See percentages and related requirements below.**

Meal allowances that do not involve an overnight stay are taxable income to the traveler whereas meal allowances paid in connection with overnight travel status are nontaxable.

Meals included as part of the registration fee(s) for a conference, seminar, etc., must be subtracted from the employee's daily meal per diem. Use the following percentages to determine the appropriate amount to deduct:

- **Breakfast equals 25% of the allowed daily meal per diem**
- **Lunch equals 25% of the allowed daily meal per diem**
- **Dinner equals 50% of the allowed daily meal per diem**

Under no circumstances will purchases of alcohol be reimbursed.

Generally, the applicable maximum per diem rate for each calendar date of travel is determined by the location of lodging for the traveler. An updated list of M&IE rates for travel is available by specific region on the ~~General Services Administration~~ **GSA** website (www.gsa.gov). In addition, if the destination is not available on the GSA list, GSA maintains a standard rate for the continental United States (CONUS). ~~More information regarding rates and how to determine what applies in each travel situation is available in the City of Keizer Travel Packet.~~

~~For each reimbursable meal, the City will uses the following percentages in adjusting per diem: 25% of the daily per diem for breakfast, 25% of the daily per diem for lunch, and 50% of the daily per diem for dinner. These percentages are applicable to meals that occur during travel time to and from~~

~~destination. In addition, adjustments to a per diem will be made if a meal is provided by a conference/meeting or hotel. Continental breakfast is not considered a meal.~~

~~The City will use the same percentages in adjusting a per diem based upon the meals provided by conference/meeting or hotel. Total reimbursement is limited to the full day M&IE allowance.~~

~~As mentioned, you may request to receive reimbursement for actual cost of meals in accordance with this policy, but reimbursement shall not exceed the per diem as specified on the GSA website. An itemized receipt listing the food items purchased must accompany all reimbursement requests. Meal reimbursements are not available when meals are served as part of a conference or training or otherwise provided. In addition, the City will not reimburse for alcoholic beverages.~~

Business Meeting Related Meals

~~For the purpose of this policy, a "Business Meeting" has an agenda, a formal speaker, or is where official business is conducted. Business meals purchased at business meetings must be approved by the City Manager or designee prior to reimbursement. A "Business Meal" generally occurs at professional or organizational meetings or when there is a scheduled speaker at a conference or training and the meal is not already covered in registration. Examples that do not qualify as a "Business Meal" are when a group of attendees gather to eat lunch and may or may not discuss the training, or when you are "on your own" for your meals during a day-long training or conference.~~

Gratuities

~~Gratuities, not exceeding 15 percent (15%) of the cost of the meal, shall be considered part of the actual cost of a meal. Gratuities shall not be separately reimbursed. Detailed receipts identifying the food purchased as well as the gratuity must accompany any request for reimbursement if employee has not requested to receive per diem.~~

Lodging

~~Lodging is allowed only for travel on official City-approved business that involves an overnight stay. Lodging will be allowed at the actual cost for single room rate. Lodging must be booked at government or commercial rates for single occupancy rooms (or double occupancy if shared) unless unavailable. If you are accompanied by anyone other than a City employee or volunteer you will be responsible for the additional costs.~~

Incidental Expenses

~~If you do not request per diem, incidental expenses that are necessary and related to travel may be allowable. All such costs will require a receipt detailing the goods and services to be reimbursed. Incidentals are intended to include miscellaneous costs associated with travel such as tips for baggage handling, phone calls to home, etc.~~

Parking

~~The City will pay for the cost of parking while you are on City business. Extended time parking at airports, etc. should be avoided where possible. Receipts are required.~~

Mileage Reimbursement

~~Employees who incur mileage costs for approved travel on behalf of the City must submit an **Employee Travel Advance Form or an Employee Travel Reimbursement Form** the appropriate travel form from the City of Keizer Travel Packet to their Supervisor for review and approval. Reimbursement **is** will be made at the established IRS rate at the time of travel. Reimbursement **is** will be made only for pre-approved **business** travel, and **will which does** not include travel to and from work. **Employees will not be reimbursed for additional trips if they decide to travel home for the night and return the next day rather than stay on site except in cases where travel home is more cost effective.**~~

Taxi, Shuttles, and Rental Car Expenses

~~Taxi expenses are considered reimbursable expenses when Shuttle services do not effectively meet the needs of travel. Use of shuttle services available through the airport and/or conference is encouraged when available. Rental cars are not considered a reimbursable expense, unless such cost can be justified by an equitable reduction in the cost of lodging or transportation.~~

Travel Advances

~~An employee may request to receive per diem in advance of travel. Travel advances, including per diem advances, are available to you by submitting the appropriate travel forms identified in the City of Keizer Travel Packet at least two weeks prior to your departure. All travel advances must be approved by your Supervisor or Department Director prior to funds being advanced. Per diem advances excluded, all other travel advances will require submittal of itemized receipts of actual expenses. Upon a change in travel plans such cancellation or shortened trip, Any unused portion of the travel advance must be returned to the City. Employees receiving per diem advances must submit documentation supporting the dates and times of travel. Any discrepancies must will be reconciled upon return and submittal an Employee Travel Reimbursement Form of appropriate forms identified in the City of Keizer Travel Packet.~~

EQUAL EMPLOYMENT OPPORTUNITY

STATEMENT

The City of Keizer takes its Equal Employment Opportunity Policies seriously. These policies apply to all employees, volunteers, interns and public officials for the City in accordance with applicable law.

NON-DISCRIMINATION POLICY STATEMENT

We believe that equal opportunity for employees is central to the growth and success of the City. It is ~~our~~ **the City's** policy to provide equal opportunities to all qualified persons without regard to race, color, religion, sex, **pregnancy**, sexual orientation, **gender identity**, national origin, age, mental or physical disability, **expunged juvenile record**, **uniformed/military service** or veteran's status, **use of the worker's compensation system**, ~~expunged juvenile records~~ or any other protected status or activity in accordance with applicable law. ~~We strive~~ **It is the City's policy** to make employment decisions based on ~~our~~ **its** evaluation of an individual's qualifications, ability and contribution to the success of the City. ~~It is the responsibility of all individuals covered by these policies to understand and comply with these policies.~~

PAY EQUITY

The City of Keizer abides by Oregon's Pay Equity Law and federal and Oregon laws prohibiting discrimination between employees on the basis of a protected class (as defined by Oregon law) in the payment of wages, salaries or other compensation for work of comparable character. Employees who believe they are improperly receiving wages or other compensation at a rate less than that being paid to other employees for work of comparable character are encouraged to discuss the issue with the Human Resources Director.

See also "Pay Practices" in the Compensation Section.

POLICY AGAINST HARASSMENT

~~We also believe~~ **It is also the City's policy** that all employees have a right to work in an environment where the dignity of each individual is respected. ~~The City prohibits Workplace Harassment, including sexual harassment.~~

"Workplace Harassment" is defined by statute under Oregon law, and includes:

- Conduct that constitutes discrimination prohibited by ORS 659A.030 (i.e., discrimination because of race, color, religion, sex, sexual orientation, national origin, marital status, or age of employee or person associated with employee, or employee's expunged juvenile record), including conduct that constitutes sexual assault.
- Conduct that is prohibited by ORS 659A.082 (i.e., discrimination against an individual based on uniformed service); or
- Conduct that is prohibited by 659A.112 (i.e., employment discrimination against persons with disabilities).

"Sexual Assault" means unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat or intimidation.

All employees and others covered by this policy are expected to accomplish their work in a business-like manner with concern for their coworkers and others they come into contact with through their jobs.

For this reason, any conduct that could reasonably be viewed as ~~We prohibit~~ harassment of employees, citizens/customers, vendors, etc. by employees and others covered by this policy is also not permitted, regardless of working relationships and supervisory status and regardless of whether it meets the technical definition above. Likewise, the City does not permit others in our workplace and on our worksites to engage in conduct that could reasonably be viewed as harassment of our employees, volunteers, interns or public officials. Specifically forbidden is ~~conduct~~ harassment-related to an individual's race, color, national origin, ~~ancestry or ethnic background~~, religion, sex, ~~sexual orientation, gender identity~~, mental or physical disability, citizenship status, age, ~~veteran status~~, marital status, or other legally protected ~~status or activity~~ basis. For these purposes the term "harassment" includes ~~unwelcome verbal, graphic, or physical conduct of such a nature~~ **which has the purpose or effect of creating an offensive work environment or reasonably interfering with an employee's work performance.**

SEXUAL AND GENDER-BASED HARASSMENT

Prohibited conduct of a sexual and gender-based nature includes conduct such as:

The nature of which may include the following on or off-duty conduct:

- ~~Unwelcome~~ Unwanted sexual advances; ~~innuendoes~~; propositions or requests for dates
- ~~Unwelcome touching~~
- Unwelcome visual conduct, such as ~~leering~~ **ogling** or making sexual gestures
- Telling ~~dirty jokes/jokes~~ of sexual nature
- Making offensive or derogatory comments about a person's gender, perceived gender, or gender identity
- Making derogatory remarks about a person's actual or perceived sexual orientation
- Talking about ~~one's own~~ your sex life or asking about other people's sex lives
- Spreading rumors or ~~discussing~~ **telling stories** about other people's (such as a co-worker's) sex life
- Displaying sexually suggestive objects, pictures, cartoons or posters
- Using City computers, fax machines or other communication systems to access, send, receive or store material of a sexual/**gender, etc. based** nature
- ~~Offensive sexual innuendoes or sexually suggestive comments~~
- ~~Making offensive verbal comments about an individual's body or life style~~
- ~~Using sexually degrading words to describe an individual~~
- ~~Unwelcome touching, impeding or blocking movements~~
- ~~Making offensive or derogatory comments about a person's gender or sexual orientation~~
- ~~Swearing or profane language~~
- ~~Making derogatory comments about gays or lesbians~~
- Engaging in any other verbal, graphic, **electronic** or physical conduct of a sexual or gender-based nature, that creates an **which has the purpose of the effect of creating an** offensive work environment or ~~interferes~~ **otherwise unreasonably interfering** with another employee's work performance

RACIAL, ETHNIC, COLOR, AGE, RELIGIOUS, DISABILITY-RELATED OR OTHER HARASSMENT

Prohibited conduct of a racial, ethnic, religious, age or disability, etcetera based nature includes conduct such as the following:

The nature of which may include the following on or off-duty conduct:

- Making racial slurs or **offensive** ethnic comments

- Telling racial or ethnic jokes
- **Displaying cartoons, printed materials or other objects which are racially or ethnically offensive**
- Displaying racist symbols
- Making derogatory comments **or jokes** about, **or mimicking** a person's physical or mental limitations
- **Unwelcome proselytizing** ~~Pushing your (promoting religious beliefs) on others~~
- Criticizing or making fun of another person's religious beliefs
- Making derogatory age-based comments, **jokes or using age-based nicknames**
- Making derogatory comments about veterans or members of the military
- Using City **computers or other** communication systems to access, send, receive or store **racially, ethnically, age-related, disability related or religiously, etc.** ~~racially or ethnically offensive material; and~~
- ~~Displaying cartoons, printed material or other objects which are racially or ethnically offensive~~
- ~~Engaging in any o~~ Other verbal, graphic, **electronic or physical or other** conduct of a racial, ethnic, religious, age, disability or other prohibited nature that **has the purpose or effect of creating** ~~creates~~ an offensive work environment or **otherwise unreasonably interfering** ~~interferes~~ with another employee's work.

The City of Keizer is committed to equal employment opportunities and restricts the types of behavior outlined in its policies, above, regardless of whether that conduct constitutes a legal violation. Also, it is important to understand that these are just examples of conduct that is prohibited by this policy. Employees and other covered individuals are expected to exercise good judgment and refrain from other similar kinds of conduct. Also, conduct of this nature is prohibited even if it occurs off-duty, if it creates an offensive work environment or unreasonably interferes with another employee's or covered individual's work.

Employees should assume that conduct of this nature is unwelcome and will offend others. Therefore, employees are expected to refrain from engaging in such conduct, regardless of the circumstances. It is not an acceptable excuse that others participated in the conduct or did not appear to be offended. In addition, no one should suggest or threaten that an individual's cooperation with or tolerance of conduct of this nature will have any effect on that person's employment or status as a volunteer, intern or public official. ~~The City does not make employment decisions on that basis. All employees should assume that any conduct of this nature will offend another employee and should refrain from engaging in such conduct. Harassment of employees by citizens, vendors, suppliers and other non-employees that creates an offensive work environment or interferes with your ability to perform your job is also a violation of this policy. Likewise, harassment of our customers, vendors, or suppliers by our employees is also strictly prohibited.~~

~~In addition, no one should suggest or threaten that an employee's cooperation, tolerance or objections to conduct of this nature will have any effect on that employee's employment. The City strictly prohibits supervisors or managers from conditioning employment or making employment decisions based on an employee tolerance of or resistance to harassment. This type of conduct is considered a serious violation of City policy.~~

ACCOUNTABILITY

~~All supervisory personnel and City officials have the responsibility to practice the principles of this policy as follows:~~

- ~~Recruit, hire, train and promote for all jobs without regard to race, color, national origin, sex, religion, age, marital status, sexual orientation, physical or mental disability, family relationship, association with protected class, leave covered by federal and state Family and Medical Leave Acts, or any other basis prohibited by statute, except for bona fide occupational qualifications.~~
- ~~Ensure that promotion decisions are in accord with the principles of equal employment opportunity by imposing only valid requirements for promotional opportunities,~~
- ~~Ensure that relations among staff members are void of any verbal abuse, intimidation, or harassment against any employee or applicant for employment and void of any retaliation for the exercise of protected rights.~~

POLICY AGAINST RETALIATION

Previously listed after Reporting Policy – moved up given retaliation can occur prior to or in an attempt to block reporting.

~~It is also important for you to remember that t~~ The City respects the rights of its employees **and others in our workplace** to raise harassment and discrimination concerns and to participate in investigations. ~~We do~~ **The City does** not allow supervisors, managers, **permit** employees or others to retaliate against **individuals** ~~employees~~ who report harassment or discrimination, cooperate with investigations, testify in harassment proceedings or **otherwise** assist in **the City's** enforcement of our **policies against discrimination and** harassment policy.

"Retaliation" is broadly construed and may include on-duty or off-duty conduct, whether related to employment or not, that could discourage a reasonable person from making a complaint of discrimination, harassment or retaliation, or from testifying, assisting or participating in an investigation, proceeding or hearing. Retaliation includes treating another employee differently because they or someone close to them reported harassment, complained about discrimination or engaged in any of these types of activities.

It also includes giving an employee "the cold shoulder" or treating an employee or covered individual rudely because they or someone close to them reported harassment. Withholding information or cooperation necessary for them to do their job, changing work assignments or hours, because of their complaint or participation in enforcement of this policy etc. are also examples of retaliation. Retaliation also includes discouraging an employee or covered individual from reporting harassment or criticizing an employee or covered individual who reports harassment or cooperates in an investigation. Examples of this kind of retaliation include telling an employee or covered individual not to "rat" on another employee or covered individual who is committing harassment.

~~"Retaliation" is broadly construed and means any adverse action against an employee for opposing harassment or discrimination. It may include any on-duty or off-duty conduct, whether related to employment or not, that could discourage an employee from making a complaint of discrimination or harassment or testifying, assisting or participating in an investigation proceeding or hearing. It could also include conduct such as "cold shoulder" treatment, changing job duties, failing to cooperate, or treating an employee rudely, because someone has engaged in these types of activities.~~

~~Employees should bring complaints of retaliation to the attention of their Department Director or the Human Resources Director. If we find that an employee has violated our policy, appropriate disciplinary action up to and including discharge will be taken. In addition, other corrective action, such as individualized training and other steps, may be taken as we determine appropriate.~~

REPORTING POLICYPROCEDURES

Employees who believe they have been subjected to conduct in violation of these policies should promptly contact their Department Director, the Human Resources Director or the City Manager, whomever they

are most comfortable reporting to. If the concern involves one of the people listed above, employees are also expected to report the concern to a different person on the list. Employees should not report their concern only to the person they believe has (or is accused of having) violated this policy. Examples of violations include those listed below:

- Discrimination in violation of City policy or equal employment opportunity laws;
- Any type of harassment or other conduct prohibited by the Policy Against Harassment, whether by an employee, volunteer, intern, public official or by anyone else they come into contact with through their job (vendors, citizens/customers, or other business visitors, etc.);
- Retaliation for the reporting of discrimination or harassment, opposing discrimination or harassment or cooperating with investigations; or
- Observed behavior or overheard comments that raise concerns regarding compliance with the City's Non-Discrimination Policy, Anti-Harassment Policy or Policy Against Retaliation toward others.

Any Supervisor who receives information about conduct that may violate these policies is required to immediately notify their Department Director, the Human Resources Director or the City Manager and to provide the employee raising the concern with a copy of this policy. When a Department Director, the Human Resources Director or the City Manager receives a report of alleged discrimination, harassment or retaliation, they must document what is reported and provide the employee with a copy of this policy. Anyone that receives a report of alleged discrimination, harassment, or retaliation should promptly notify the Human Resources Director, or if a report involves the Human Resources Director, notify the City Manager.

All employees and covered individuals who believe that they have been subject to or witnessed conduct in violation of the City's Equal Employment Opportunity Policies are also advised to document those incidents.

Employees are encouraged to promptly report complaints and work with the City to voluntarily disclose and report information regarding incidents of workplace harassment and informally resolve problems involving violations of our Equal Employment Opportunity policies. Covered individuals have a legal right to report Workplace Harassment under Oregon law for up to four (4) years from the date on which the alleged harassment occurred. The City, however, does not place any time limits on the ability to report violations through the City's internal complaint procedures. Regardless, all covered individuals are expected and encouraged to report incidents that violate these policies at the earliest opportunity in order to maximize the City's ability to conduct a prompt and thorough investigation and prevent further occurrences of prohibited conduct. Our ability to resolve these kinds of problems is dependent on employee cooperation in reporting incidents that create an offensive or hostile work environment. All City employees, volunteers, interns and public officials have an affirmative obligation to promptly report violations of our policy and cooperate with investigations.

~~If you feel that you are being harassed by another employee, including a supervisor or manager, you should immediately notify your supervisor, the Human Resources Director or your Department Director. You are welcome to report the conduct you feel is offensive to any of these individuals. There is no chain of command. This type of conduct should be reported whenever it creates an offensive work environment or interferes with your work, even when the offensive conduct occurs off the job.~~

~~Likewise, if you experience harassment by a non-employee, such as a vendor, citizen or supplier, which creates an offensive work environment or interferes with your work or you become aware of any other employee experiencing such harassment, you should immediately report it to your supervisor, the Human Resources Director or your Department Director.~~

~~All complaints of harassment will be investigated as promptly as possible and corrective action will be taken as warranted. Complaints of harassment which are reported to management will be treated with as much confidentiality as we determine is practical, while permitting us to investigate and correct the problem. Resolution of the issue, including related disciplinary action, may not be readily visible to employees to maintain appropriate confidentiality. However, the complainant will be advised when the matter has been addressed and provided any additional information, as deemed appropriate by the City, including direction on reporting any perceived retaliation. Any inquiries regarding status of complaints should be directed to the Human Resources Director or Department Director. Our goal will be to restore a pleasant and respectful work environment as soon as possible.~~

~~Our ability to resolve these kinds of problems is dependent on your cooperation in reporting incidents which create an offensive or hostile work environment for you. Your notification of the problem is essential to us. We also appreciate your cooperation in reporting any conduct that you feel constitutes harassment of another employee. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring all conduct that violates this policy to the attention of any of the individuals listed above in enough detail that we can recognize the problem and take whatever steps are necessary to restore a comfortable working environment for you.~~

~~If we find that an employee has violated our policy, appropriate disciplinary action up to and including discharge will be taken. In addition, other corrective action, such as individualized training and other steps, may be taken as we determine appropriate.~~

Documentation by supervisors, etc. is a new requirement that will need to be communicated with supervisors as a required step rather than just best practice as in the past. Also, the references to additional covered categories, reporting timelines and additional resources above and below are required by legislation.

INVESTIGATIONS AND VIOLATIONS

All complaints of violations of the City's Equal Employment Opportunity policies shall be promptly investigated by a person designated by the City, such as the Human Resources Director or an outside investigator. Consistent with applicable law, the name of the complainant is kept confidential during the investigation. Witness names and other information related to the investigation is also kept confidential to the extent the City determines confidentiality can be maintained while allowing us to comply with our legal obligations, including the responsibility to conduct a thorough investigation and maintain a workplace free of the types of unwelcome conduct prohibited above.

If the City finds that an employee has violated its policies, appropriate disciplinary action up to and including immediate discharge shall be taken. Action will also be taken to address violations made by volunteers, interns, public officials and others who violate our policies, which may include discharge from the volunteer or intern position. In addition, other corrective action, such as individualized training and other steps may be taken as the City determines appropriate.

FOLLOW-UP WITH COVERED INDIVIDUALS

Consistent with applicable law and best practices, it is our policy to follow up with the victim of alleged harassment at least once every three months for one year following the date on which the City received the report to ensure that any harassment or other policy violations have stopped and that the victim is not subject to retaliation. These follow-up contacts will occur unless the victim objects in writing to this practice. The City may, in its discretion, also follow up with witnesses and others who cooperated in an investigation, including employees and other covered individuals who reported conduct that was not determined to be a violation of this policy, for the purpose of enforcing anti-retaliation prohibitions. Employees, volunteers, interns, and public officials who have questions or concerns about our Equal Employment Opportunity Policies are encouraged to contact the Human Resources Director or follow the Reporting Procedures outlined in those policies.

RECORDS RELATING TO HARASSMENT

Notices of leave pending investigation, notice of interviews, due process notices and disciplinary notices are generally maintained in personnel files. Other documents related to complaints and investigations are maintained in confidential files for a *minimum* period of the 5-year statute of limitations or the minimum retention period required under Oregon law, whichever is longer. Such records are generally released only as the City determines appropriate to defend against legal claims, establish consistency and lack of discrimination, to establish that an employee or covered individual received notice of standards of conduct required under this policy, and when otherwise required by applicable law. If documents are removed from a personnel file as required by an applicable collective bargaining agreement or any other reason, they will nevertheless be retained by the City as required by other applicable law(s).

PROHIBITED AND VOLUNTARY AGREEMENTS

All employees and other covered individuals should be aware that, the City of Keizer does not require or coerce any employee or covered individual to enter into any non-disclosure (confidentiality) or non-disparagement agreement that would prohibit them from discussing alleged discrimination, harassment (including sexual assault) in the workplace. This includes any conduct that occurs between employees/covered individuals, between an employer and the employee/covered individual in the workplace or at a work-related event coordinated by the City, or that occurs between an employee/covered individual and the employer off of City property.

Employees and other covered individuals claiming to be aggrieved by Workplace Harassment may, however, voluntarily request to enter into an agreement (e.g. separation, severance or settlement agreements) containing a confidentiality, non-disparagement and/or no-rehire provision(s). Although the City is not obligated to offer or agree to any such separation, severance or settlement agreement, an employee or other covered individual who enters into such an agreement will also have the option to revoke the agreement within seven days after it is signed.

Under this policy, a nondisclosure agreement is any agreement by which one or more parties agree not to discuss or disclose the amount of fact of any settlement or information regarding any complaint of Workplace Harassment, discrimination, or sexual assault.

A non-disparagement agreement is any agreement by which one or more parties agree not to discredit or make negative or disparaging written or oral statements about any other party.

EMPLOYEE RESOURCES

Employees and covered individuals who believe they need counseling or other support services are encouraged to use the City's Employee Assistance Program (EAP). Additional information on the EAP can be found in the Employment Benefits section of this Manual. The Oregon Health Authority or the Oregon Board of Licensed Professional Counselors and Therapists may also have additional information to help connect employees with counseling and other support services.

More information can be found on the websites for these agencies at:
<https://www.oregon.gov/oha/pages/index.aspx> and
<https://www.oregon.gov/oblpc/Pages/Websites.aspx>.

OTHER COMPLAINT AND ENFORCEMENT OPTIONS

All employees and other individuals covered by these policies should also be aware that they have the right to make complaints to and seek remedies through the Oregon Bureau of Labor and Industries' complaint resolution process or by filing claims in court as well as to pursue their rights under other available laws, whether civil or criminal. The City does not provide any employee or other covered individual with legal advice. However, all employees and covered individuals should be aware that time limits apply to the ability to pursue civil and criminal complaints. For example, claims made with the Oregon Bureau of Labor and Industries for alleging discrimination or harassment under Oregon law [based on race, color, religion, disability, uniformed/military service, sex, sexual orientation, national origin, marital status or age (18 or older), (or because of this status of anyone the employee associates with), or because of an individual's expunged juvenile record], must generally be filed within 5 years from the date of the alleged unlawful practice. This same statute of limitations applies to such claims filed in court when no Bureau of Labor and Industries claim has been filed. However, conduct that occurred prior to October 2019 is subject to a shorter (1 year) statute of limitations and different statutes of limitations apply under federal law (*generally* claims must be filed within 180 days with the federal EEOC or within 300 days if state or local law prohibits the same conduct and a state or local agency enforces a law that prohibits employment discrimination on the same basis). The statute of limitations for criminal complaints varies based on the nature and degree of the conduct.

Please also be aware that Oregon law requires that individuals bringing claims against a public officer, employee or agent of a public body or a public body (e.g., the City) must first provide a notice of claims (often referred to as a Tort Claims Notice). Except as otherwise provided by ORS 30.275 (such as for minority, incompetency, or other incapacity), the Tort Claims Notice must generally be provided within 180 days of the alleged loss or injury.

Covered individuals who want more information may contact the Oregon Bureau of Labor and Industries (<https://www.oregon.gov/boli>), local law enforcement, or contact an attorney of their choosing. The Oregon State Bar provides a referral service through which employees may be connected with attorneys. Information regarding this service can be found at: <https://www.osbar.org/public/ris/>.

For employees and others whose legal rights are determined to have been violated, additional remedies, such as back pay, counseling or medical costs; attorney fees, pain and suffering, and punitive damages may be available.

PREGNANCY AND DISABILITY ACCOMODATION POLICY

The City of Keizer is committed to complying fully with state and federal pregnancy and disability accommodation laws. If workplace modifications or other assistance to accommodate pregnancy are required (including but not limited to pregnancy, childbirth or a related medical condition, such as lactation) or disability, it is the employee's responsibility to contact the Human Resources Director to make sure they are aware of not only pregnancy or disability, but also the need for accommodation.

Reasonable accommodations may include acquisition or modification of equipment or devices, schedule modifications, allowances for service animals, and other job modifications that are intended to enable a pregnant or disabled employee to perform their essential job duties. When an employee advises Human Resources of a condition that they believe requires accommodation, Human Resources will work with them to review job limitations, requested and other potential accommodation(s) etc., and discuss the matter with them to determine what, if any, reasonable accommodations can be made to enable them to perform their job duties in a safe and satisfactory manner. All employees are expected to cooperate with this process, including our requests for medical confirmation of their condition and the nature and extent of any limitations on their ability to perform their job duties.

The City does not create positions that do not exist to accommodate employees. However, if, even after any required reasonable accommodation, an employee is unable to perform their essential job duties, the City will then explore opportunities to place disabled employees in other existing and available positions that are, with or without reasonable accommodation, suited to their skills, abilities, and limitations.

If an employee has been provided an accommodation that they feel is not effective for any reason, the employee should promptly notify the Human Resources Director.

DISABILITY ACCOMMODATION

~~The City abides by the Americans with Disabilities Act and state disability discrimination laws. This means that we prohibit discrimination against disabled applicants and employees, and will comply with reasonable accommodation obligations. We cannot respond to workplace obstacles if we don't know they exist. Consequently, if you believe that workplace modifications or other assistance is necessary to accommodate your disability, it is your responsibility to contact the Human Resources Director to discuss it. Not every physical or mental limitation qualifies as a disability.~~

~~Accommodations are generally made to enable a disabled employee to perform his/her job duties or as a temporary step to assist an employee who has a pending workers' compensation claim to return to productive employment. Please contact the Human Resources Department for more information on the potential for light or modified duties based on your position, the duration of such duties and the organization's business needs. If you advise us of a condition that you believe requires accommodation, we will analyze your medical condition to determine whether it constitutes a disability. If it does, we will discuss your condition with you and/or your medical provider to determine what, if any, accommodations can be made to enable you to perform your job duties in a safe and satisfactory manner.~~

~~All employees are expected to cooperate with our request for medical confirmation of the condition they believe constitutes a disability and our requests for medical confirmation of the current, precise limitations on their ability to perform their job duties, consistent with applicable law. If an employee is still unable to perform their essential job duties after any required reasonable accommodation has been made, we will explore opportunities to place the employees in other available positions that are, with or without reasonable accommodation, suited to their skills and abilities. If, for any reason, an accommodation is made that you feel is not effective, you should notify your supervisor or the Human Resources Director. *Addressed above, pregnancy being specifically called out is required by new legislation.*~~

FITNESS FOR DUTY/MEDICAL EVALUATIONS

The City respects its employees' rights to privacy. However, in order to ensure that applicants for employment and current employees are qualified and able to safely perform the essential functions of their positions, the City may require the applicant or employee to participate in fitness for duty/medical evaluations (including physical and/or mental health evaluations, as applicable). For example, all law enforcement officers must complete a psychological screening to determine their fitness to serve as a law enforcement officer in accordance with applicable law.

Fitness for duty/medical evaluations may also be required whenever the City has a good faith concern about the employee's ability to perform their job duties with or without a direct threat to themselves or others, to support requests for medical leaves of absence and other workplace accommodations, etc. in accordance with applicable law. The City pays any out-of-pocket costs not covered by insurance for required medical evaluations. Employees who have medical or other restrictions on their ability to perform the duties and requirements of their position are expected to promptly notify their Supervisor

and Human Resources. The City complies with applicable laws regarding medical examinations, and all medical information obtained is treated confidentially.

RELIGIOUS ACCOMMODATION

The City of Keizer is also committed to complying fully with its reasonable accommodation obligations for the religious beliefs and practices of its employees. If an employee requires scheduling or other workplace modifications for their religious beliefs and practices, they are to contact the Human Resources Director.

EMPLOYEE RESIGNATIONS AND TERMINATIONS

REFERENCES

This section must be approved by Council

Non-law enforcement employees who leave our employment ~~are will be~~ given the option of authorizing the City to release information regarding their work performance, attendance (excluding FMLA/OFLA and other protected leaves), interpersonal relations, etc. on forms available through the Human Resources Office. If departing employees do not sign these forms, reference check information ~~is will~~ generally ~~be~~ limited to their length of employment, ~~and positions held, and other information required to be disclosed by applicable law (e.g., CDL driver records) and pay rate.~~ The City does, however, reserve the right to share information with a prospective employer that, in its view, makes the employee unsuitable for the position sought.

All reference requests must be directed to the Human Resources Director for response ~~on behalf of the City.~~ The Human Resources Director ~~will determines~~ what information is appropriate for disclosure. No employee may provide a reference, verbal or written, ~~on behalf of/in their official capacity with the City~~ without the prior knowledge and approval of the Human Resources Director.

Law enforcement employees who leave the City's employment ~~are will be~~ subject to background and reference checks as determined appropriate by the Keizer Police Department.

EMPLOYMENT CLASSIFICATIONS

This entire policy must be approved by Council

EMPLOYEES AS VOLUNTEERS

As a public entity, the City may use appreciates the service of many volunteers. Volunteers are individuals who donate their services to the City for civic or humanitarian reasons without contemplation or expectation of compensation in accordance with applicable law. City volunteers include the Mayor, City Councilors as well as board, commission, committee and task force members and individuals who assist in specific departments where volunteer duties have been established.

Although the City expects volunteers to meet our conduct and behavior standards (as well as any performance requirements needs related to the nature of their volunteer services), volunteers are not considered employees of the City and are not paid for their services or eligible for benefits. Volunteers may choose to discontinue their volunteer services at any time. The City may also discontinue volunteer services at will at any time for any reason without appeal rights or due process procedures.

City Councilors and Budget Committee Members are not eligible to hold a paid position with the City. Allowing such would result in supervisory issues given the separation of Administration and Council duties by City Charter; potential, perceived or actual conflict of interest in situations where parties are making recommendations or voting on budgetary issues related to the Event Center; and the need for dual identification in building access procedures.

~~Pursuant to the Fair Labor and Standards Act (FLSA), employees of the City may perform volunteer work for the City only if the work is at the employee's initiative, performed outside their regular work hours, without contemplation of payment, and performing tasks outside of their regular job functions.~~

Consistent with the Fair Labor and Standards Act (FLSA), individuals who have been hired into paid employment positions with the City (employees) are strictly prohibited from volunteering to perform the same or similar work to the work they perform in their paid positions and from performing any volunteer work during their normal working hours. In order to avoid misunderstandings, City employees must obtain approval in writing from the City Manager or the City's Human Resources Director before performing any volunteer services for the City. ~~If you are a City employees and also~~ who want to also volunteer with the City, please contact Human Resources.

City employees may not serve as voting members on any type of City advisory body, such as task forces, committees, commissions or boards that would create a conflict of interest with their employment with the City (including but not limited to the prohibition on volunteering to perform the same/similar work they perform in their paid positions).

Likewise, although City employees may serve on outside boards and committees in any capacity, they must abstain from any topic or activity that may create a conflict of interest with their employment or position with the City. If unsure whether a potential conflict of interest may exist, contact the Human Resources Director or City Attorney.

WORKPLACE SAFETY AND HEALTH

This policy must be approved by Council

STATEMENT

All employees are required to review the City's Safety Manual and to refer to it for more detailed information regarding safety requirements and responsibilities of Supervisors and employees, as they relate to the compliance with the Oregon Occupational Safety and Health Division (Oregon OSHA) legal standards. In addition, employees are required to review and follow all Department specific manuals and related documents as provided by a Supervisor or Department Director.

The information below is an excerpt from the City of Keizer Safety Manual – Introduction and City of Keizer Safety Program Statement.

PHILOSOPHY

Safety at the City of Keizer is not just a concept, an idea, or a mind-set. Each and every employee is a valued member of our team. That's why it's so critical that we work together to ensure a safe environment for all. Employee safety cannot be a centralized function. To be effective, safety must be a "grassroots" effort, driven by every employee and volunteer. As such, we view safety as a critical part of everyone's job.

The success of our safety program requires each employee's personal commitment and constant attention to identify and eliminate potential hazards and support and advocate for consistently safe work habits. All City employees are expected to review and familiarize themselves with the City's Safety Manual and to regularly use it as a reference tool. It includes details on work practices that can prevent accidents, tools to implement and support department-specific safety programs, and other information that can protect our most valuable asset, our employees.

Even one employee injury is one too many! The expectation is that we see our safety practices in action every day. Let us strive together to be the best we can be in this crucial area and send everyone home as well or better than when they arrived.

The City of Keizer holds in high regard the safety, welfare, and health of our employees. Every reasonable effort shall be made to maintain a safe working environment. No job will be considered so important and no request so urgent that we cannot take time to perform our work safely.

SAFETY MANUAL

The primary purpose of the City of Keizer's Safety Manual is to provide employees with the information necessary to prevent accidents. The second function of the manual is to establish guidelines for departments to use to prevent and/or respond to work-place accidents. General information, as well as interpretations of state/federal regulations, and City Personnel Policies relating to safety, are all included in the manual. While the manual does not cover all of the City's risk management activities (certain departments may have risk management and safety procedures that are more detailed and specific), the written guidelines contained in the manual are the baseline and must be followed in all work areas of the City.

Our Safety Committee reviews and recommends safety programs and assists Management to promote safe working conditions. Some of the additional tools we use to maintain a safe work environment include safety orientation for new employees, timely and appropriate ongoing training including

refresher training as needed, an active safety committee, an active self-inspection program, proper mechanical guards, and personal protective equipment.

Department Directors and Supervisors are required to know, reference, and use the City of Keizer's Safety Manual. They are also ultimately responsible for conveying this information to employees whenever such information is relevant to an employee's job. In addition, Department Directors and Supervisors develop and implement department specific safety programs which include regular group training, job specific training, provisions for safety equipment, and record keeping procedures. Most importantly, Department Directors and Supervisors understand and convey that safety is an important component of every employee's job performance.

Employees are asked to keep in mind that accidents don't just happen by themselves. They are "caused." An effective safety program led by a safety conscious work force, can prevent accidents. This is why the City is committed to providing an environment where all employees are expected to be safety conscious and every Supervisor is required to follow, promote, and enforce safe work practices and procedures. Cooperation and communication is essential to creating such an environment. For individual employee safety and personal risk management, as well as for the safety of others, talk about safety issues, read the safety manual, follow the written procedures, and always consider the "safest" way to do the job.

Questions about the City's safety program, policies, or expectations should be directed to a Supervisor, Department Director, Safety Committee Representative, or Human Resources. By accepting mutual responsibility to operate safely, we will all contribute to the well-being of one another and our organization.

Nothing is of greater concern to the City than the safety of its employees and the general public. Employees are expected to use common sense and good judgment in work habits, follow safe work practices and bring any unsafe condition to the attention of a supervisor, a Department Director, a Safety Committee member or Human Resources if it cannot be completely corrected independently. For the employee's protection, job-related injuries or illnesses must be reported immediately in accordance with this policy.

CITY/SUPERVISOR RESPONSIBILITIES

Consideration of safety issues is an ongoing endeavor. Each accident is cause for review. The need for periodic training will be considered and arranged when appropriate in the judgment of the City Manager or any Department Director.

The City will ensure workers are properly instructed and supervised in the safe operation of any machinery, tools, equipment, process, or practice which they are authorized to use or apply. This should not be construed to require a supervisor during every part of an operation or to prohibit workers from working alone.

The City will take all reasonable means to educate and direct employees to:

- Work and act in a safe and healthful manner.
- Conduct their work in compliance with all applicable safety and health rules.
- Use all means and methods, including but not limited to, ladders, scaffolds, guardrails, machine guards, safety belts and lifelines, that are necessary to safely accomplish all work where employees are exposed to a hazard.; and

- Not remove, displace, damage, destroy or carry off any safety device, guard, notice or warning provided for use in any employment or place of employment while such use is required by applicable safety and health rules.

Supervisors shall inform the employees regarding the known health hazards to which they are exposed, the measures which have been taken for the prevention and control of such hazards, the proper methods for utilizing such control measures and for maintaining them in good working order.

EMPLOYEE RESPONSIBILITIES

Employees are to conduct their work in compliance with the safety rules in this policy. All accidents and injuries are to be reported immediately to the supervisor or Human Resources.

In addition, employees should immediately report, in writing, any unsafe or hazardous condition directly to a supervisor, a Department Director, a Safety Committee member or Human Resources if it cannot be completely corrected independently. Every effort shall be made to remedy safety problems as soon as possible.

Employee Safety Guidelines

The following Safety Guidelines shall be adhered to:

- Utilize safety equipment provided.
- Wear protective vests required by uniformed personnel and those working special or hazardous operations.
- Comply with any drug and alcohol policy applicable to you under the terms of the City Personnel Policy Manual or a collective bargaining agreement.
- Operate only equipment for which training or orientation has been received.
- Warn co-workers of unsafe conditions or practices. Accept with appreciation the warning of a co-worker as an expression of concern for your own well being.
- Refrain from horseplay at all times.
- Be aware of actual and potential hazards within the area of service.

If you observe an employee working in a manner which might cause immediate injury to themselves or others, it is your responsibility to warn them of the danger. Before leaving a job, employees are to correct or arrange to give warning of any condition which might result in injury to others unfamiliar with existing conditions.

Managing Unsafe Conditions

It is the responsibility of every employee to identify conditions which could pose a hazard to employees or to the general public. After identifying the problem, employees at the scene are expected to:

- Eliminate the hazard and obtain whatever assistance is necessary;
- Control the hazard by enclosure or guard;
- Employ avoidance procedures; and
- Use personal protective equipment as appropriate.

It is the duty of all employees to make full use of safeguards provided for their protection. It is each employee's responsibility to abide by and perform their duties according to the requirements below.

Employees Shall Not...

- Operate a machine unless guard or method of guarding is in good condition, working order, in place, and operative.
- Attempt to repair the machine or moving parts while operational. Employees shall properly lock-out or tag-out all energy sources including electric, hydraulic, pneumatic and kinetic. The same worker shall pretest locked out equipment to ensure a zero energy state.
- Remove guards or render methods of guarding inoperative except for the purpose of adjustment, oiling, repair, or the setting up a new job. Employees shall report to their supervisor any guard or method of guarding that is not properly adjusted or not accomplishing its intended function.
- Use their hands or any portion of their bodies to reach between moving parts or to remove jams, hang ups, etc. (Use hook, stick, tong, jig or other accessory.)
- Work under objects being supported that could accidentally fall (such as loads supported by jacks, the raised body of a dump truck, etc.) until such objects are properly blocked or shored.
- Use defective tools or equipment. No tool or piece of equipment should be used for any purpose for which it is not suited, and none should be abused by straining beyond its safe working load.
- Remove, deface, or destroy any warning, danger sign, or barricade, or interfere with any other form of accident prevention device or practice provided which they are using, or which is being used by any other worker.
- Work underneath or over others exposed to a hazard without first notifying them and seeing that proper safeguards or precautions have been taken.
- Work in unprotected, exposed, hazardous areas under floor openings.
- Carry or move long or unwieldy articles without adequate means of guarding or guiding.

REPORTING INJURIES, ACCIDENTS AND UNSAFE WORKING CONDITIONS

See the City of Keizer Safety Manual for detailed information and direction on these important subjects. In an emergency situation, contact any supervisor, any member of the Safety Committee or Human Resources.

We also encourage employees to bring general concerns and recommendations for improving workplace safety to our attention. General concerns and recommendations can be made to the Safety Committee or the employee's supervisor. Employee concerns and recommendations are welcomed and carefully considered.

Reporting Injuries & Illnesses

Work related injuries and illnesses **must** be reported to ~~a~~ your supervisor as soon as possible. This is essential. Even though a work-related injury might appear to be of little consequence, it is important that it be reported in sufficient detail to establish a claim should complications follow. In the case of an on-the-job injury, a Supervisor/Employee Incident Report must be completed and submitted to the Human Resources Department within 3 days of the injury/illness. If medical treatment is sought, a **Report of Job Injury or Illness - Form 801 (Worker's & Employer's Report of Occupational Injury or Disease/Illness)** must also be completed and returned to the City, within **three (3)** ~~five (5)~~ calendar days of **receiving medical treatment** ~~the event~~.

Reporting Accidents

All employees are required to immediately report to the appropriate supervisor or Human Resources any work-related accident involving other persons or their property, or injuries to the public. These accidents should be reported in sufficient detail to allow us to respond. Accidents involving City owned vehicles or

personal vehicles being operated during City business shall also be reported immediately to the appropriate supervisor, or Human Resources. Such accidents will be investigated. Accidents involving City owned equipment or City property when personal injury or property damages result must be reported immediately to the appropriate supervisor, who will determine if an investigation is warranted. Employees are required to cooperate fully with all accident investigations.

Managing & Reporting Unsafe Working Conditions

~~It is the responsibility of every employee to identify conditions which could pose a hazard to employees or to the general public. The City believes that all employees are responsible to help ensure a safe workplace by alerting us to potentially unsafe conditions. We encourage our employees to work with us to maintain safety by alerting us to potentially unsafe conditions.~~ Employees who If you see an unsafe or dangerous working condition that you can easily be corrected (such as a cord lying across a walkway), you should fix the problem immediately. Use personal protective equipment as appropriate.

An employee who observe another employee working in a manner which might cause immediate injury to themselves or others is responsible to warn them of the danger. It is expected that employees communicate directly with their co-workers, in the interest of their safety. The employee should state their concern and the reasons behind it. If the unsafe behavior persists, they are to promptly notify an appropriate Supervisor.

If an employee witnesses a physical or environmental hazard, first and foremost, they are to provide for personal safety by restricting access to the hazard, or securing the area.

If a hazard is not easily eliminated, or if they are not authorized or prepared to eliminate the hazard in a safe manner, they are to report the hazard immediately. Before leaving a job, employees are to correct or arrange to give warning of any condition which might result in injury to others unfamiliar with existing conditions. In addition, all employees are expected to promptly report any unsafe working condition or other safety concerns to their Supervisor, Department Director, a member of the Safety Committee or the Human Resources Department. Employees shall follow-up by providing the reported information in writing as soon as practicable.

RETALIATION

It is important for all employees to understand that the City expects its employees to report all workplace accidents, injuries and unsafe working conditions and to participate in investigations. We do not allow supervisors, managers or other employees to retaliate against employees who comply with our safety reporting policies. Employees should bring complaints of retaliation to their supervisor, Department Director, Human Resources Department, or City Manager. These types of complaints will be promptly investigated and violators will be subject to appropriate disciplinary action, up to and including termination of employment.

USE OF TOBACCO PRODUCTS

In keeping with the City's intent to provide a safe and healthful environment, smoking and vaping are prohibited inside any of our buildings, vehicles or on our equipment, except for undercover police vehicles. This policy applies equally to all employees, citizens and visitors. As such, it is the responsibility of all employees to ensure that no person smokes or vapes inside City facilities, City vehicles or on City equipment. ~~Smokers must restrict s~~Smoking and vaping is restricted to areas beyond 10 feet of building entrances, exits, windows and air intake vents. Use of smokeless tobacco is discouraged in City buildings, vehicles or on equipment. Smoking, vaping and use of smokeless tobacco is discouraged at any time employees may be in the view of the public. Employees who smoke, vape or use smokeless tobacco

consistent with this policy are expected to keep areas clean by disposing of cigarettes, matches and any other residual by-products in appropriate receptacles.

FIRST AID KITS

~~The City maintains fully stocked First Aid Kits at our various work locations and in vehicles. Appropriate signs are posted indicating the location of the First Aid Kit. The supplies contained in the First Aid Kits are intended for the treatment of an injury at work. The City may provide limited additional supplies such as pain relievers and antacids but they are to be accessed when/if employees run out of their own personal supplies, not as an ongoing resource. As a result, you are required to notify the contact person indicated on the First Aid Kit sign if you use the last of an item so the supplies can be promptly replaced.~~

BLOODBORNE PATHOGENS

Some City employees and volunteers perform services, which may require them to come into contact with bodily fluids such as blood or other potentially infectious materials. The City has developed a detailed exposure control plan that outlines the safeguards and procedures that all employees are expected to follow related to bloodborne pathogens. Our Bloodborne Pathogens Exposure Control Plan can be found **in the City of Keizer Safety Manual** ~~on the intranet in the Workplace Safety section or by contacting the Human Resources Department.~~ In addition, the City conducts periodic training, at least annually on bloodborne pathogens and exposure control for those at most risk for exposure (specific employees in **Code Enforcement**, the **Community Center**, Police Department and Public Works).

HIGHLY INFECTIOUS CONTAGIOUS DISEASES

The City takes its responsibility to provide all employees with a safe and health work environment seriously. Employees are prohibited from reporting to work or returning to duty with a health condition which presents a direct threat to themselves or others. This prohibition includes knowingly reporting to work with a contagious disease, ~~(that is, knowingly reporting to work during a period that the employee knows he/she is contagious).~~ **such as coronavirus, influenza, lice, mites, ringworm and strep throat, etc.**

Even when the condition does not meet this standard (such as a mild case of the common cold), all employees are strongly encouraged to take appropriate time off to recuperate consistent with City time off policies and are expected to use appropriate precautions for limiting the spread of germs in the workplace, including covering coughs/sneezes, practicing social distancing and increased handwashing, etc. Employees are expected to be considerate of others in the workplace and to assist us in providing everyone with a safe and healthy work environment.

WORKPLACE VIOLENCE POLICY

As part of our commitment to safety, the City is committed to providing a work environment that is free of violence. Any acts or threatened acts of violence between coworkers, or between members of the public and City employees, **are** ~~will not be tolerated~~ regardless of where those acts or threatened acts occur, on or off duty. Employees engaging in violence or threatened violence **are is** ~~will be~~ subject to disciplinary action, up to and including immediate **involuntary** termination of employment, and may be subject to other civil suits or criminal liability. The types of conduct listed below are prohibited.

Prohibited Conduct

1. Provoking, participating in or encouraging fights or other physical altercations.
2. Threatening the safety or well-being of another employee, volunteer, client or member of the public, whether directly or indirectly.

3. Vandalizing City property or the property of members of the public, business associates, vendors, volunteers, or other employees.
4. Screaming, cursing or engaging in outbursts of temper, particularly when directed at another employee, volunteer, member of the public or business associate.
5. Intimidating or coercing another employee, volunteer, member of the public or business associate.
6. Advocating or encouraging acts of violence toward others.
7. Being in possession of explosives or devices designed to detonate explosives on City Property, including parking lots or in City vehicles.
8. Being in possession of guns and weapons on City property, including parking lots or in City vehicles unless approved in writing by the City Manager, Chief of Police ~~or~~ **and** Human Resource Director. This prohibition does not apply to authorized possession of guns and weapons by law enforcement personnel, nor does it apply to the lawful possession of concealed weapons in an employee's locked vehicle parked in a City parking lot.
9. Distributing "hate" literature or engaging in other communications that advocate violence.
- ~~10. Engaging in bullying-type conduct. Bullying conduct generally includes repeated verbal and/or non-verbal conduct that is malicious, vindictive, cruel, or deliberately hurtful, etc. It also has the effect or purpose of threatening, embarrassing, humiliating, intimidating, insulting, offending or sabotaging /undermining another employee; and/or interfering with an employee's performance. Bullying does not include legitimate workplace disciplinary or other corrective action by your supervisor or other members of City management.~~
[*Moved to General Policies and Working Conditions section and expanded.*](#)
11. Engaging in any other conduct **the City** ~~we considers~~ menacing, threatening or violent, whether directly or indirectly.

Guidelines

1. If **an employee is** ~~you are~~ in immediate fear for **their** ~~your~~ safety or the safety of another person, **they should** call 911; and notify **their** ~~your~~ Supervisor or another member of management, if possible.
2. **Employees** ~~You should~~ always take bomb threats or other threats of harm to persons or property very seriously and not ignore them.
3. If threats are received on voice mail, the message should not be deleted until the police have had an opportunity to record the message.
4. **Employees** ~~You may~~ request that members of the public who yell or threaten **them** ~~you~~, **their** ~~your~~ coworkers, etc. to immediately leave the premises.

Reporting Procedures

Employees should immediately report incidents that involve violations of this policy to their Supervisor, Department Director, Human Resources or the City Manager. Incidents **are** ~~will be~~ investigated. Violators **are** ~~will be~~ subject to discipline as **the City** ~~we determines~~ appropriate, up to and including discharge. Retaliation against those who report incidents, or provide information in connection with an investigation, will not be tolerated. Employees who engage in retaliation **are** ~~will be~~ subject to immediate discharge.

SAFETY COMMITTEE

The City of Keizer is committed to providing a safe work environment for our employees. As a result, **the City has** ~~we have~~ established a centralized Safety Committee which includes representatives from subcommittees in the Police Department and Public Works Department, to ensure adequate coverage

of the unique safety and health concerns for each of our locations. Our Safety Committee works with management to prevent accidents and injuries, and is responsible for making recommendations on improving safety and health in the work place. In particular, the Committee has been charged with the responsibility to identify problems and obstacles **which impact** loss prevention; identify hazards and suggest corrective actions; and help identify employee safety training needs and develop accident investigation procedures. **Additional details regarding the Safety Committee can be found in the Safety Manual.**

Safety Committee Organization and Employee Involvement

Employee involvement is an integral part of our Safety Committee. Our committee consists of at least four employee members who are active participants of our committee and no more than two management members. Employee members of the Safety Committee may be elected by their coworkers, may volunteer or may be appointed by their Supervisor or Department Director, and are paid for the time they spend in Safety Committee meetings and performing safety committee functions. If you would like to participate in our Safety Committee, please contact Human Resources. In addition, we encourage all employees to provide input and safety suggestions to our Safety Committee at any time.

In order to ensure the continuity of membership and projects, each member of our Safety Committee serves a term of at least one year (provided they remain employed), generally beginning in January of each year.

Safety Committee Functions

The primary functions of the Safety Committee are as follows:

- To maintain and promote the interest of both management and employees in occupational safety and health matters;
- To provide an opportunity for open discussion of problems that result or could result in injury or illness;
- To assist management in evaluation of recommendations for and improvement of safety in the workplace;
- To improve the cooperative spirit between all employees to provide workplace safety;
- To establish procedures for investigating safety-related incidents including injury accidents, work-related illnesses and deaths for the purpose of recommending corrective action to prevent similar accidents from reoccurring. For more information on our Safety Committee's specific procedures, contact the Safety Committee Chair or Human Resources.
- To study injury and disease statistics and trends so that reports may be made to management on unsafe and unhealthy conditions and/or practices together with recommended corrective action;
- To evaluate employee training practices and recommend procedures to ensure that all employees are trained to perform their work in a safe manner.

Employee members of our Safety Committee are provided with training in hazard identification and accident and incident investigations. In order to carry out our goals, the subcommittees meet monthly and the central Safety Committee meets quarterly to review safety and health issues and make recommendations for corrective action to improve safety. The Safety Committee also conducts workplace inspections to identify and recommend corrections to safety and health hazards, and evaluates all accident and incident investigations and makes recommendations for ways to prevent similar events from occurring in the future.

The City expects all employees, including management, to be proactive about safety in the workplace. Employees who violate our safety standards or fail to appropriately respond to health and safety hazards in the workplace will be subject to disciplinary action. In addition, the safety committee periodically reviews our management accountability system for safety and may make recommendations for improvements to incentivize safety for all employees.

Meeting Records and Suggestions

The City makes and maintains written records of each Safety Committee meeting. These records include all evaluations and recommendations of the Safety Committee. Each Safety Committee member is provided with a copy of the records. The Safety Committee records are also available for review by any employee by contacting the Safety Committee Chair or the Human Resources Department.

Employees who have suggestions for improving workplace safety should write out their suggestion(s) and submit them to any member of the Safety Committee or provide them to the Human Resources Department for transmittal to the Safety Committee.

INCLEMENT WEATHER & CITY OFFICE CLOSURE

All departments and offices of the City ~~are~~ will be open for regularly scheduled business during all weather conditions, unless closed by the City Manager or designee within federal and state statutes. In the event weather conditions disrupt work schedules, the following conditions apply:

1. Employees are expected to report to work during their regularly scheduled shift.
2. An employee who decides they cannot report for work, reports to work late, or leaves early due to weather conditions, **is required to** ~~shall~~ use vacation time, compensatory time, personal leave or leave without pay for time lost. Sick leave may not be used for lost time under these circumstances.
3. In the event the City Manager or, in the absence of the City Manager, the person designated to act on ~~his/her~~ **their** behalf, advises employees that the Department where they work is closed to staff, as well as the public, and specifically directs the employees not to report to their duty stations before the opening hours of operation or during the hours of operation, and when it is no fault of the employee(s), the City ~~shall pay~~s for any portion of their regular shift not worked. The employee must report to their Supervisor each day until the City reopens **utilizing the communication method specified by their Supervisor or designee.**
4. In the event the City offices are closed during the work day and employees are sent home with pay, those employees are considered to be on-call and **must remain** available to perform work at home, **as well as** ~~and must be available~~ to report back to their duty station within one hour, unless it would be unsafe for them to do so.

EMERGENCY SITUATION PROCEDURES

During emergency situations while on City premises, follow the guidelines in the Internal Emergency Operations Plan. During emergency situations while away from work, employees may be called back to work even if the employee has completed ~~his or her~~ **their** shift. Employees ~~are~~ will be required to report back to their duty stations and carry out such duties as assigned by a designated City of Keizer Supervisor. When an incident of catastrophic dimension occurs, the City realizes that employees have a duty first to secure their families prior to reporting back to the City.

For ~~more~~ additional information or answers to questions about any Workplace Safety and Health topic or training opportunities, please **refer to the City of Keizer Safety Manual, contact any Safety Committee Member or** ~~see~~ the Human Resources Department.

COMPENSATION

CLASSIFICATION REVIEW AND RECLASSIFICATION – Tracked Changes

The City has established pay classification plans designed to provide consistency in our pay scales and similar pay for similar responsibilities and job functions. Positions are generally grouped by “class” and a pay scale is established for each “class” of position. A “class specification” for each class of jobs provides a general outline of the characteristic duties, responsibilities, qualification requirements, etc. that are applicable to that class of positions and that distinguish the class from other classes of jobs. The “Class Title” is the official title of each position allocated to the class for the purpose of personnel actions. It is used on payroll, budget estimates and official records and reports relating to the position. A different “Working Title” may be used when determined to be helpful in identifying the role of the employee to customers, etc. if authorized by the Department Director. However, working titles will have no bearing on the official designated classification of any position.

~~If an employee is to be assigned~~ Prior to the assignment of a new ongoing duty or set of duties to an employee, the Supervisor generally will reviews the classification specifications to determine if the duties are appropriate for that employee’s classification. However, all classification system assignments are determined by After such review, if there continues to be a question about the appropriateness of the duty, the supervisor will request a determination by the Human Resources Department prior to the assignment of the duty to the employee. The Human Resources Director allocates positions to the appropriate classification and may make revisions in the Classification System including the reclassification of existing positions, addition of new classes, combination and/or revision of existing classes, and deletion of obsolete classes, with review and approval of the City Manager. The Human Resources Director also establishes new classifications which require review and approval of both the City Manager and the City Council.

This section must be approved by Council.

Managed Cost of Living (COLA) Based Annual Increases

The City recognizes that fluctuations in the state’s economy will affect the market value of wages and salaries. As a result, the pay salary matrix is amended each calendar year in July to reflect these fluctuations by incorporating any increases necessary into the matrix as determined by utilizing the CPI-W (Consumer Price Index-W) Western Region Size B-C for the prior year (January-December) as the primary guiding factor for determining the increase amount. Notwithstanding the CPI change, increases will be subject to a minimum increase of one percent (1.0%) and a maximum increase of three percent (3.0%). Such increases are subject to available funding and budget approval, and may be revised by City Council Resolution.

This section must be approved by Council.

Critical Language – Tracked Changes

Any City employee is eligible to receive a second-language differential of five percent (5%) for Spanish and two and one-half percent (2.5%) for sign language if the City Manager determines that their position requires the employee to regularly use both English and Spanish on a day-to-day or other frequent basis for the an additional employee with the second language is of benefit to the City and the employee he or she has has or is required to acquire this skill. To be eligible, the employee Employee must be fluent in the language as determined by the City Manager, based upon a standard and testing program administered by local area colleges and/or City approved translators approved by the City.

Non-Critical Language

Any City employee is eligible to receive a language differential of five percent (5%) for Russian or American Sign Language for the shift during which they are required to use the language as confirmed by their supervisor.

RETIREMENT

This section must be approved by Council

DEFERRED COMPENSATION WITH CITY MATCH – Tracked Changes

~~The City~~~~We offers~~ a voluntary deferred compensation plan to all full-time and part-time employees effective the date of hire. Employee contributions are ~~tax deferred and~~ paid through payroll deductions and, depending on the type of plan selected, may be tax deferred or paid using post-tax dollars. The City will contribute six percent (6%) of an employee's gross salary to an employee's individual deferred compensation plan. Employees are responsible to initiate their own plan. Employees may continue to contribute individually to their plan at their election. Contributions are subject to IRS regulations. The amount of the City's ~~matching~~ contribution is determined by City Council Resolution and future ~~matching~~ **contributions** can be changed by the City Council, consistent with the plan document and any applicable collective bargaining agreements. ~~At the time of the adoption of this policy, the City matches the employee's contribution up to six (6%) percent of the employee's gross salary.~~



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Joseph Lindsay, City Attorney
Subject: Resolution--Establishing the Keizer Public Library

Proposed Motion

I move to adopt Resolution R2025-___ Establishing a Public City Library in the City of Keizer and Establishing Rules, Policies, and Regulations for the Keizer Public Library

I. Summary

A local government can establish a public library under Oregon Revised Statute (ORS) 357.417 by a resolution as long as that resolution states how the government proposes to finance the library and is accompanied by a plan that gets sent to the State Library. If City Council adopts this resolution and sends the plan to the State Library, it will give the Keizer Public Library the public status to seek other sources of funding and effectively allow for three years of being public even if the library were to fall below the 50% public funding threshold established in Oregon Administrative Rule (OAR) 543-010-0036.

II. Background

A. The Keizer Community Library started as a small lending library of donated children's materials in a room in the old City Hall. It moved to its current location on the first floor of the Keizer Cultural Center in the early 1990s. It is currently open for 30 hours each week. For the past two years, the City of Keizer has provided 50% of the library's budget. This makes the library eligible to be established as a public library according to the Oregon State Library.

III. Current Situation

A. A couple of conversations with a few different staff members at the Oregon State Library unearthed the notion that the State Library was well aware of the Keizer situation. They provided some examples of similarly situated Oregon cities that established public libraries using this portion of ORS 357.417 (a) by utilizing passage of a resolution with the required statements regarding financing and the library board with its responsibilities and make-up in accordance with ORS 357.490. The State Library said that there were jurisdictions that had public libraries with their non-profit boards serving as their library board.

B. The State Library also explained that if the library were to dip below the 50% public

funds requirement found in the OAR, that there would be a two-year "rebuilding" status before the State Library could stop recognizing the library. This two-year "rebuilding" period would only come about after a year of operations that fell below the required 50% level, so in reality, this would create an at least three-year opportunity for the library to seek out the additional grants and other financing opportunities available only to public libraries.

- C. Finally, the City could also opt to withdraw support in the future. By statute, this would require two public meetings to do this.

IV. Analysis

- A. **Strategic Impact** - Establishing a public library could eventually lead to City funds being used more efficiently by the library if they can leverage the current amounts to obtain more grants and other types of financing.
- B. **Financial** - The City could maintain the current funding to the library and allow the library to remain in good standing assuming that the library has the same operating budget. If the City were to fall below its current funding (or the library operating budget increases to the point where the City funds are below 50%), then the library would go into "rebuilding status."
- C. **Timing** - Council wanted to consider this resolution now. The eligibility for establishing the public library is based on the last two years of funding, which could change in the new budget in July.
- D. **Policy/Legal** - It is the City Council's choice whether to seek to establish a public library.

V. Alternatives

- A. Adopt the resolution and send the Plan to the State Library, establishing a Public Library.
- B. Ask staff to get more information or amend either the resolution, the Plan, or both.
- C. Do nothing.

VI. Recommendation

Staff recommends that if the Council wants to establish a public library, then they should avail themselves of the processes in ORS 357.417.

Attachments

1. Minimum Conditions Checklist
2. RES_CC_Establishing the Keizer Public Library_2 18 2025
3. Plan for Establishing a Public Library in Keizer
4. ADDENDUM 1 - 2022 Year-End Financial Report
5. ADDENDUM 2 - 2023 Year-End Financial Report
6. ADDENDUM 3 - 2024 Year -End Financial Report
7. ADDENDUM 4 - 2025 Operational Budget

“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.”



Minimum Conditions to be met by Public Library serving Communities of more than 2,000

This checklist is to be completed by the local governmental unit desiring to legally establish an officially recognized public library in their community per *2017 ORS 357.400* and as amended by *Chapter 158 Oregon Laws 2019 (HB 2243)* effective January 1, 2020. The following minimum conditions are documented as part of [Oregon Administrative Rule 543-010-0036](#).

Please see the last page of this document for additional instructions.

- ✓ Have at least one-half (50%) of its operational financial support from public funds.
 - Attach the first year budget – **The library received \$30,000 from the City of Keizer in FY 2024-2025 (and the resolution passed by the Keizer City Council in February 2025 is attached). This year's budget is attached as Addendum 4.**
- ✓ Be open to the public a minimum of 20 hours per week
 - Provide your hours of operation:
Monday 1-7
Tuesday 1-7
Wednesday 11-5
Thursday and Friday 1-5
Saturday 11-3
This is 22 weekday hours, 4 weeknight hours and 4 weekend daytime hours.
- ✓ Provide a collection comprising books, media, or electronic resources
 - Indicate your collection size by estimating the number of:
 - Volumes or titles (books) – **13,062**
 - DVD or CDs – **1,747**
 - Books on CD - **233**



- Electronic resources (database titles) – **Only those provided by the State Library of Oregon**
- ✓ Offer at least one free public access computer with internet access
The Library has six free public access computers with internet access
- ✓ Offer free public wireless internet access (wi-fi)
The Library has free wireless internet access
- ✓ Provide a website that enables local library users to access State Library of Oregon resources and services available to all Oregon residents
 - Provide the url for the library website:
<https://keizerlibrary.org>
 - Provide the URL for the webpage on the library's website that has link to the Statewide Databases or a link to the Libraries of Oregon website (<https://librariesoforegon.org>):
<https://keizerlibrary.org/state-library/>
- Dedicate at least .50 full-time equivalent (FTE) paid staff time exclusively to library functions
 - Attach an organizational chart or narrative with positions and staffing levels
Paid library manager works 24 hours per week.
Grant-funded bilingual outreach coordinator works 8 hours per week
- Have basic policies in place and accessible online for collection management, circulation, and patron confidentiality that incorporates relevant American Library Association (ALA) professional ethical codes, rules, and guidelines.
 - Attach the above policies or if on library website, provide the URL(s):
<https://keizerlibrary.org/policies/>
- Provide basic services for reference and youth services
 - If currently open to the public, provide a short paragraph describing library's current reference and youth services



Children's programming includes weekly storytimes in English and in Spanish, programs on school inservice days and holidays, a 12-week summer reading program with a weekly program of a professional performer or a craft or science activity. Reference services are available during all open hours.

- ☐ Will complete the annual statistical report as required under ORS 357.520 and OAR 543-010-0035
- To be completed after the first full fiscal year (July 1 – June 30) after official recognition.

Agreed

NOTE: Library may be required to complete this form again depending on date of official recognition

I hereby attest that the above conditions are currently met by the proposed library.

Authorized Agent: _____
(print full name, title)

Signature: _____ Date: _____



Instructions for completing this document:

1. Print this document.
2. For each item, tick the check box where the proposed library meets the specified condition
 - a. As specified, provide the requested information in the document
 - b. As needed, attached additional documents

NOTE: Library must meet all minimum conditions in order to be officially recognized as a legally established public library in the State of Oregon.

3. Print the name and title of the authorized agent of the governing body
4. Authorized agent is to sign and date
5. Include a copy of this signed document and all necessary additional documents needed with the materials submitted to the State Library for establishment (see "Step 3" of *Establishment Instructions*)

For questions or additional assistance, please contact Darci Hanning at darci.hanning@state.or.us or 503-378-2527.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2025-____

4
5 ESTABLISHING A PUBLIC CITY LIBRARY IN THE CITY OF
6 KEIZER AND ESTABLISHING RULES, POLICES, AND
7 REGULATIONS FOR THE KEIZER PUBLIC LIBRARY

8
9 WHEREAS, the Keizer Community Library, Inc. has requested that the City of
10 Keizer form a public library;

11 WHEREAS, the Keizer Community Library and the City would like to gain State
12 of Oregon Public Library status for the Keizer Community Library to obtain financial
13 and other resource assistance from the State of Oregon;

14 WHEREAS, the City Council of the City of Keizer has considered the matter and
15 determined that it is necessary to establish the Keizer Public Library;

16 NOW, THEREFORE,

17 BE IT RESOLVED that the City Council of the City of Keizer adopts the
18 following:

19 Section 1. Keizer Public Library Established.

20 A. A public library is hereby established for the City of Keizer Public Library
21 under the provisions of ORS 357.400 to 357.621.

22 B. The City of Keizer will investigate ways to pay 50% of the library budget.
23 Such financing may be through the use of general fund monies, revenue obtained from
24 the operation of the library, grants, gifts, donations and bequests received and designated
25 to be used for library purposes, and any tax levies that may be authorized by the electors.

1 C. The Keizer Community Library shall be the public agency responsible for
2 providing and making freely accessible to all residents in the City of Keizer library and
3 information services suitable to persons of all ages.

4 Section 2. Library Board.

5 A. The Keizer Community Library Board is in existence. The board consists
6 of not less than 9 members and up to 15 members. The Keizer Community Library
7 Board currently has 11 members and one liaison from the Keizer City Council as a non-
8 voting board member.

9 B. The term of office of the Keizer Community Library Board is one year and
10 are elected annually at a fall board meeting. The Keizer City Council appoints the non-
11 voting liaison.

12 C. Members of the Keizer Community Library Board shall receive no
13 compensation for the services, but may be reimbursed for expenses incurred in the
14 performance of their duties.

15 Section 3. Board Organization.

16 A. The Keizer Community Library shall elect a chairperson from its
17 members.

18 B. The Keizer Community Library shall elect a secretary from its members
19 who shall keep the record of its actions.

20 C. The Keizer Community Library shall elect a treasurer from its members
21 who shall keep the financial records of the library.

1 D. The Keizer Community Library may establish and amend rules and
2 regulations for its government and procedure consistent with the laws of the State of
3 Oregon and with the charter, code, ordinances, resolutions, and regulations of the City of
4 Keizer.

5 E. The Keizer Community Library shall meet at least ten times each year and
6 at such other times as it may provide by its rules.

7 Section 4. Library Board General Powers.

8 A. In accordance with the Agreement between the City of Keizer and the
9 Keizer Community Library, the Keizer Community Library shall have powers and duties
10 as follows:

11 1. The Keizer Community Library Board shall be responsible for
12 appointment of the librarian and staff, fixing the compensation for the librarian and staff,
13 determine the working conditions and the duties of the librarian and staff.

14 2. The Keizer Community Library Board shall make rules and policies for the
15 efficient and effective operation of the library, its services and programs.

16 3 The Keizer Community Library Board Treasurer shall create an annual
17 budget.

18 4. The Keizer Community Library Board shall be responsible for approving,
19 all expenditures from the library fund.

20 5. The Keizer Community Library Board shall determine the acceptance, use,
21 or expenditure of any real or personal property or funds donated to the library under

1 Section 5, or make recommendations for the purchase, control, or disposal, of real and
2 personal property necessary for the purposes of the library as indicated in the provisions
3 of the Agreement between the parties.

4 6. The Keizer Community Library Board shall make recommendations for
5 the selection of sites for public library buildings or for location of library facilities.

6 7. When the City of Keizer agrees to fund activities or purchases, the Keizer
7 Community Library Board shall review and recommend to the Keizer City Council
8 terms for contracts and working relationships with private and public agencies regarding
9 library services.

10 8. The Keizer Community Library Board shall approve an annual report to
11 the State Library and to the City Council submitted in a timely manner on a form
12 supplied by the State Library.

13 9. The Keizer Community Library Board shall develop and recommend to
14 the City Council long-range plans for library service, consistent with City priorities and
15 with State, regional and national goals for libraries.

16 Section 5. Acceptance of Gifts for Library Purposes.

17 A. Gifts of any real or personal property or funds donated to the library and
18 accepted by the governing body shall be administered in accordance with each gift's
19 terms, and all property or funds shall be held in the name of the Keizer Community
20 Library.

1 Section 6. Internal Administrative Policies and Procedures.

2 A. The Keizer Community Library shall be the fiscal and internal
3 administrative agent for the Keizer Public Library and the library shall operate in
4 conformance with city administrative procedures including those pertaining to the
5 following:

6 1. Receipt, disbursement, and accounting for monies.

7 2. Maintenance of general books, cost accounting records, and other financial
8 documents.

9 3. Budget administration.

10 Section 7. Misuse of Library Resources/Failure to Following Established Rules.

11 A. Repeated misuse of library resources and/or violations of library rules may
12 result in temporary or permanent loss of library privileges at the discretion of the
13 librarian. Notice of loss of privileges shall be in writing and shall specify the reason for
14 the loss of privileges. Patrons may appeal a loss of privileges to the City Manager
15 within 10 days of the date of the written notice. The City Manager shall review any
16 appeal and provide a written decision on the appeal within 10 days of receiving the
17 appeal.

18 Section 8. Submittal to State Library.

19 A. The Keizer Municipal Public Library Plan attached herein will be
20 submitted along with this Resolution to the Office of the State Library.

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Section 9. Effective Date.

A. 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

Plan for Establishing a Public Library in Keizer

Population size and geographic area

The City of Keizer was established on November 2, 1982. It is in Marion County and covers 7.36 square miles. Presently, at a population of 39,376 (2020 Census), Keizer is the 14th largest city in Oregon. It is nestled in the center of the Willamette Valley and is recognized as the “Iris Capital of the World.” The City is bordered on the western edge by the Willamette River, southern edge by the city of Salem, eastern edge by Interstate 5, and the northern edge by rural portions of Marion County.

Municipal Services

The City of Keizer operates under a Council-Manager form of government. The City Council consists of a Mayor and six Councilors. The City Manager is the administrative head of city government and is appointed by the City Council. Presently there are 95 city employees working in seven departments: Administration, Finance, Human Resources, Public Works, Community Development, Municipal Court and Police Services. Keizer provides utility services of water, sewer and storm-water treatment through a contract with the City of Salem. Fire and emergency services for the City are provided by the Keizer Fire District and Marion County Fire District #1.

Keizer has 18 community, neighborhood and natural area parks, including the Keizer Little League Park. In the summer of 1999 Carlson Skate Park opened, a facility constructed largely with volunteer labor and donated funding. The City's Comprehensive Parks Master Plan was updated in January of 2008 to include the addition of Keizer Rapids Park. This addition brings the Parks acreage to 200 plus acres and provides greater green space and recreational opportunities to the citizens of Keizer and the lower Willamette Valley. It includes a children's playground, a dog park, multiple trails, river frontage and an amphitheater. Several soccer fields are being added to Keizer Rapids Park and will be a source of income for the city when completed.

Socioeconomic characteristics

Keizer offers residents a dense suburban feel. There are a variety of housing options available to those living in Keizer, including single-family homes, apartments, and townhouses. About 63% of Keizer residents own their homes.

Children under age 5 make up 6.8% of the city's population, while young people ages 5 – 17 years constitute 18.1%. The bulk of city residents (60.1%) are between 18 years through 64 years and residents older than 64 comprise 15% of Keizer's population. The City of Keizer has seen a drop in residents nineteen and younger, as a percentage of the total population. This may be the result of a combination of limited supply of housing available and a rise in the average price of available housing preventing households with young children from finding a "starter" type home.

Almost 11% of Keizer adults do not have a high school diploma. About one quarter of the adults have a high school diploma or GED. Almost 39% have some college or an AA, while 26% have a Bachelor's or advanced degree.

10.5% of Keizer's children live in households below the poverty level, while 89.5% live at or above the poverty level. The median household income in Keizer is \$75,753.

According to the 2020 US Census, the population of Keizer is 72.4% white, 22% Hispanic/Latino, 2% Asian, 1.6% American Indian/Alaska Native, 1% Black and 1% Native Hawaiian/Pacific Islander.

Economic Base

The largest industries in Keizer are education, health care and social assistance, retail trade, and public administration. The development of Keizer Station has added numerous retail stores and restaurants and brings many shoppers into Keizer from areas outside the city. Keizer has two hotels and many small stores in its strip malls primarily found along River Road N. Over 18% of working Keizer residents are employed by local, state or the federal government.

Anticipated Growth

The City's population increased marginally yet steadily over the past 10 years at an average 0.65% growth rate per year. Keizer anticipates an increase in growth over the next several years at between 0.5% and 1.0% annually. This is comparable to the forecast for the growth rate in the State of Oregon, which is increasing in population at 0.84% annually

What Library Services Are Currently Available?

Keizer Community Library started in 1988 as a small lending library of donated children's materials in a room in the old City Hall. In the early 1990's, it moved to the first floor of the Keizer Cultural Center, where it is currently located. It has approximately 1200 square feet for public services plus a small workroom and was renovated in 2020.

The library is currently open 30 hours each week. Library cards are available both to Keizer residents and to those who live outside the city limits. Children ages 13 years and younger receive a library card that allows them to check out up to 20 items from library collection, with a limit of 10 items from the adult collection. Adults may check out up to 10 items.

The library offers a collection of 13,062 books, 233 books on CD and 1,747 DVDs. The collection focuses on providing popular general interest collection for adults, teens and children of all ages. Donations from the public supply the bulk of the library collection, while a small collections budget allows the purchase of some current best sellers that have not yet been donated. The library uses the Dewey Decimal System. Materials are catalogued using Z39.50 records imported from multiple sources into the library's integrated automated library system, Atrium. Atrium is a full-featured ILS that also offers an OPAC and allows users to manage their own accounts. Separate collections are maintained for children's, teen, and adult fiction and non-fiction materials. The library has a small but growing collection of books in Spanish for children, for teens, and for adults.

The library has public wireless internet access and six public access computers for patrons to use. The library maintains a website (<https://keizerlibrary.org>) with

current information about library services and programs. The website also offers access to the Statewide Database at <https://keizerlibrary.org/state-library/>.

A recent grant has enabled the library to purchase two AWE computers for use by children ages 2-12 years. These computers hold over 200 bilingual award-winning educational games focused on building literacy and computer skills, starting with recognition of letters, numbers, and words. The touch screen interface enables tracing of letters. For older children, there are typing lessons and coding games.

Library staffing includes both a paid bilingual library manager who works 24 hours per week and a grant-funded 8-hour per week bilingual outreach coordinator, plus a volunteer corps of over 60 people who staff the Circulation desk, shelve materials, and assist with programs for children and adults.

What is the current level of usage?

Materials circulation shows steady increase. 2022 circulation of all material types was 11,858; 2023 circulation was 17,638; circulation was 22,514 for 2024.

What other educational services are available?

Residents of Keizer can obtain free, but limited use library cards from any library within Chemeketa Cooperative Regional Library Service (CCRLS). However, some library services offered by the 17 public libraries in CCRLS are available only to their own city residents.

Why do available services appear to be inadequate for the community?

Keizer residents who don't drive or own a vehicle can find it challenging to get to Salem Public Library, which is the closest public library that is part of CCRLS. Bus service to Salem Public is difficult for parents with young children to use. Salem Public Library's hours have also been reduced, making it difficult for families with working parents to access. The City of Salem is facing a \$13.8 million shortfall and is considering a levy to fund several services including the library. If this levy isn't approved by the Salem City Council or isn't passed by voters, Salem Public Library hours will either be drastically reduced or the library system may be closed.

entirely as of July 1, 2025, making library service in Keizer even more critical for local residents.

By what method will it be established?

Keizer City Council ([has passed](#)) a resolution/ordinance establishing Keizer Community Library as the City's library.

How will it be financed?

The City of Keizer has provided half the library's budget for the past two years. In the resolution ([passed](#)) by the City Council to establish Keizer Community Library as the city's public library, the city states that they will investigate ways to pay 50% of the library budget. The library will continue to work with them to find a way to get a permanent commitment from the City for half the annual budget. Donations and grants have always made up the remaining portion of the annual budget and a reserve account is available to provide back up.

What are the expected short-term funding levels (consider including a proposed line item budget for years 1 – 3)?

Line item budgets from the most recent 3 years are attached (See Addendums 1-3). The current year's budget is also attached (See Addendum 4). It is anticipated that budgets for the next three years will continue at this level.

How will it be governed?

Keizer Community Library is a non-profit 503(c)3 with a Library Board comprised of not less than 9 members and up to 15 members. The Library Board currently has 11 members and one liaison from the Keizer City Council who attends board meetings as a non-voting board member. Officers are elected annually at a fall board meeting for a term of one year. The library would continue to operate as a non-profit and governance of the library would continue to be provided by this library board.

What services will be provided; who will it serve; what facility will be utilized; staffing; how many hours of operation; how materials are obtained and organized; in what cooperative library activities may the library be involved?

Until a higher funding level is achieved, the Library will continue to operate out of its space in the Keizer Cultural Center and offer a minimum of 28 hours of service each week. Keizer Community Library will continue to provide free library cards to both residents and non-residents that will provide access to its collection of materials. The Library will continue to offer free Wifi, six public access computers and one OPAC. Printing is provided with five free copies available to every library user each day, courtesy of a dedicated donor. Children can access early literacy games and programs on the AWE computers. The Library already offers reference services and assistance with computers and printing via the library's online printers.

Children's programming will continue to be an important focus. Current programs that include weekly storytimes in English and in Spanish, programs on school inservice days and holidays, a 12-week summer reading program with weekly events of professional performers and craft and science activities will continue to be provided. A few adult programs are offered irregularly and have included craft programs, a fiber arts monthly meeting, author talks, photography programs, a monthly writer's group, and currently, a coloring group.

The Library has separate collections for adults, teens and children in English and in Spanish that include both fiction and non-fiction. The Children's collection is further separated into picture books, controlled vocabulary for beginning readers, fiction for 3rd through 6th grade reading level and non-fiction. The Dewey Decimal System is used and cataloging of all new materials is accomplished by importing Z39.50 records through the Library's ILS, Atrium, from multiple online sources. Materials for the collection are obtained from donations received from the public and purchased from a variety of sources using a small materials budget and dedicated monetary donations. The Library's website includes a list of suggested titles that the library would like to own and many of these titles are purchased for the library as gifts.

Although Keizer Community Library hasn't been involved with cooperative public library activities yet, it is committed to outreach and cooperative programs within the community. The Library regularly works cooperatively with the Keizer Art Association, the Keizer Heritage Center, and the Homegrown Theater, all of which are housed in the Keizer Cultural Center. The City of Keizer has provided free use of space for special events for children and families throughout the year but especially during the summer when performers are offered as part of the reading program. The Library sponsors a community dinner once each year at a local church. Outreach to the Keizer schools continues to be a priority of the Bilingual Outreach Coordinator and other library volunteers, who read to children in the schools, attend literacy nights, tabling events, etc. The Bilingual Coordinator is also working with the Woodburn Library to get more Spanish materials for Keizer. This year, the Kennedy Boys & Girls Club received a collection of high interest books and all the materials needed to offer the Library's Summer Reading Program onsite to the children they serve, a cooperative activity which the library plans to continue. The Library participates annually at the Keizer Fire District Open House and Safety Fair, offering information and library cards. The library reaches out to Keizer Neighborhood Associations and other organizations to provide speakers about library services. The Library is also a member of the Latino Business Association.

What is the timeline for establishment?

The Keizer City Council ([has](#)) passed a resolution to establish Keizer Community Library as the city's library. Establishing Keizer Community Library as a public library can happen immediately once the State Library of Oregon approves the request.

Does the library meet the current minimum standards?

The library already meets the current minimum standards for a community of over 2,000 people. The checklist is attached.

What are the long-term plans for the library? What will the resources (budget, facility, staff) and services of the library be in ten years?

The Library plans to apply to become a member of CCRLS once public library status has been achieved. CCRLS membership would enable Keizer Community Library to offer Keizer residents more direct access to over a million items owned by the 17 public libraries and Chemeketa Community College Library through its shared ILS online catalog and their courier service will transport requested materials to and from KCL. Membership in CCRLS would also provide access to ILL, electronic book access, online databases and e-resources, and additional Ready to Read grant funding.

The library is working hard to develop community awareness of and support for the services it offers. Although a ballot measure to obtain permanent funding from a city services fee failed in 2022, it may be possible to mount a more public campaign and place another measure on a future ballot. The library could also explore requesting a levy to pay for library services or work to establish a library district.

Ideally, an increased funding level would make it possible to move library services into a storefront that will provide a larger facility for the collection and a meeting room for library activities and community use. The library manager position could then become a full time library director and a library assistant would need to be hired, allowing the library to expand the hours of service significantly. Volunteers would continue to be trained to assist with shelving, providing help at the circulation desk, assisting with programming, and other appropriate duties.

What will the resources (budget, facility, staff) and services of the library be in ten years?

We hope to be able to have established public funding, either by the City of Keizer, a funding levy or by the creation of a library district. With stable funding, the library would be able to move into a larger space that would probably be a storefront facility. The facility would need to include more space for the collection, with separate areas for adult, children's and young adult materials. The library

would need at least ten public access internet computers and continued internet access. An important part of a new facility would be an event/meeting space, the lack of which currently makes programming unnecessarily difficult to plan and execute. A full time library director and a youth services/outreach librarian would make it possible to open the library at least 8 hours daily on Monday through Saturday. A larger space for an office, a cataloging area and storage would improve work flow. Becoming part of CCRLS would give Keizer patrons ready access to all the region's library collections, to ILL materials, and to electronic resources not currently available.

These additions would make the Library a vibrant member of the Keizer community, a meeting place for all in Keizer, allow a stronger partnership with Keizer elementary schools and other Keizer organizations, and would continue to provide a place where everyone has free access to the technology they need and want.

What are the plans for meeting the criteria in the Public Library Division of the OLA's Standards for Oregon Public Libraries?

Keizer Community Library currently meets 136 of the 164 criteria in the OLA's Standards for Oregon Public Libraries. Continued work will enable the library to meet many of the remaining standards.

KEIZER COMMUNITY LIBRARY	2022 Budget	Expended																
Administration																		
Criminal History Checks	\$264.00	\$190.00																
Equipment	\$1,200.00	\$1,382.93																
Discretionary Funds	\$2,000.00	\$1,016.80																
Fixtures and Furniture	\$240.00	\$752.64																
Insurance and Fees	\$1,516.00	\$1,451.00																
Office Supplies	\$3,781.00	\$1,571.50																
Offsite Printing	\$338.00	\$84.48																
Software and subscriptions	\$1,918.00	\$1,542.88																
Utilities	\$377.00	\$359.40																
IT Service Contract	\$2,160.00	\$2,311.50																
Programs																		
Contract Library Manager	\$23,000.00	\$19,893.00																
Collection Development	\$2,300.00	\$151.98																
Children's Programs	\$2,500.00	\$1,463.51																
Library Events	\$585.00	\$788.70																
Volunteer Management	\$100.00	\$75.09																
Adult literacy and education	\$1,000.00	\$70.00																
Marketing & Publicity	\$5,000.00	\$3,687.68																
Fundraising																		
Book Sale Expenses	\$2,249.00	\$2,280.57																
Rare Book Sales (ABE etc.)	\$372.00	\$442.45																
Bank & Merchant Fees																		
Fees	\$45.00	\$46.69																
Loan Interest Expense	\$570.00	\$576.65																
TOTAL EXPENDITURE BUDGET	\$51,515.00	\$40,139.45																

KEIZER COMMUNITY LIBRARY	2023 Budget	Expended																				
Administration																						
Criminal History Checks	\$300.00	\$125.25																				
Executive Team Discretionary	\$2,000.00	\$595.01																				
Fixtures and Furniture	\$700.00	\$734.82																				
Insurance and Fees	\$2,000.00	\$2,259.34																				
Office Supplies	\$3,200.00	\$1,408.78																				
Offsite Printing	\$350.00	\$9.00																				
Utilities	\$720.00	\$560.40																				
Software	\$2,000.00	\$1,709.63																				
Equipment	\$3,000.00	\$1,464.26																				
Subscriptions and memberships	\$175.00	\$0.00																				
IT Service Contract	\$2,500.00	\$2,640.00																				
Programs																						
Contract Library Manager	\$27,680.00	\$26,157.00																				
Collection Development	\$2,000.00	\$904.58																				
Children's Programs	\$2,000.00	\$1,751.00																				
Library Events	\$2,000.00	\$796.95																				
Volunteer Management	\$500.00	\$25.00																				
Adult literacy and education	\$1,000.00	\$71.95																				
Publicity	\$3,000.00	\$645.41																				
Fundraising																						
Book Sale Expenses	\$2,795.00	\$2,332.99																				
Rare Book Sales (ABE etc.)	\$400.00	\$361.60																				
SBA Loan Repayment																						
SBA Loan Principle Pay	\$846.09	\$846.09																				
SBA Loan Interest	\$833.91	\$833.91																				
TOTAL EXPENDITURE BUDGET	\$60,000.00	\$46,232.97																				

2024	BUDGET 2024	ENDING BALANCE 12/31/2024	TOTAL EXPENDITURES 2024
ADMINISTRATION			
Discretionary Funding	\$1,700.00	\$1,500.00	\$200.00
SBA Loan	\$1,680.00	\$0.00	\$1,680.00
Rent	\$900.00	-\$399.80	\$1,299.80
Fixtures	\$700.00	\$509.55	\$190.45
Insurance	\$1,700.00	\$858.00	\$842.00
Fees	\$406.00	-\$5.49	\$411.49
Office Phone	\$175.00	-\$5.22	\$180.22
Contract Pay	\$27,680.00	\$4,208.50	\$23,471.50
Criminal Checks	\$300.00	\$46.75	\$253.25
Volunteer Mgmt.	\$500.00	\$466.25	\$33.75
Office Supplies	\$1,600.00	-\$482.68	\$2,082.68
Printing	\$850.00	\$251.32	\$598.68
Publicity	\$1,000.00	\$26.24	\$973.76
PROGRAMS			
Library Collection	\$2,000.00	\$1,293.05	\$706.95
Childrens' Events	\$3,000.00	\$1,829.82	\$1,170.18
Special Events	\$2,000.00	\$1,430.10	\$569.90
Adult Literacy	\$500.00	\$500.00	\$0.00
Publicity	\$1,000.00	\$700.00	\$300.00
FUND RAISING			
Book Sales	\$500.00	\$289.13	\$210.87
Book Storage	\$2,244.00	\$374.00	\$1,870.00
TECHNOLOGY			
Equipment	\$3,000.00	\$2,706.00	\$294.00
Software	\$2,000.00	\$416.24	\$1,583.76
IT services	\$2,800.00	\$160.00	\$2,640.00
TOTAL	\$58,235.00	\$16,671.76	\$41,563.24
TOTAL SPENT		\$41,563.24	

2025 Budget Category	2025 Budget
ADMINISTRATION	
Discretionary Funding	\$2,000
SBA Loan	\$1,680
Rent	\$1,200
Fixtures	\$500
Insurance	\$1,700
Fees	\$550
PROGRAMS	
Contract Pay	\$29,750
Criminal Checks	\$300
Volunteer Mgmt	\$500
Office Supplies	\$2,000
Marketing	\$700
Library Patron Cards	\$0
Library Collections	\$2,000
Children Events	\$3,000
Special Events	\$2,000
TECHNOLOGY	
Equipment	\$3,000
Software	\$2,000
IT Services	\$2,800
Office Cell Phone	\$205
FUND RAISING	
Book Sales	\$500
Book Storage	\$2,244
Total Budget 2025	\$58,629



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 references 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."



MINUTES
KEIZER CITY COUNCIL
Tuesday, January 21, 2025
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

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

ROLL CALL

Roll call was taken as follows:

Present:

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

Absent:

Ma'Layah Latty-Farrar, Youth
Councilor

Staff:

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

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

a. Promotion of Scott Keniston to Sergeant

Police Chief Andrew Copeland recognized the promotion of Scott Keniston to Sergeant and shared his work with the City of Keizer.

b. Recognition of Machell DePina, Human Resources Director Emeritus

Mayor Clark recognized Human Resources Director Emeritus Machell DePina for excellent service and accomplishments.

COMMITTEE REPORTS

Fire Chief Hector Blanco congratulated Sergeant Keniston noting that he had been a volunteer firefighter. He reviewed the call numbers for the month of December. He shared information about the work of Oregon Firefighters on the California Fires. There were five Keizer Firefighters that had been sent to help. He reminded the community of the defensible space grant and car seat installations. They were currently recruiting volunteers. They've partnered with Northwest Senior and Disabilities, ADRC (Oregon's Aging and Disability Resource Connection) program to provide seniors with numerous resources from funding to healthcare. They also partnered with the Northwest Human Services to manage the Keizer Fire District's resources.

Matt Lawyer and Andrew Hemenway provided an update from the Parks and Recreation Advisory Board. Mr. Lawyer shared that they recently reviewed a grant request for the Gold Star Monument. The Board asked that the Council consider providing the funds prior to completion of the project. City Manager Adam Brown confirmed that the item would come before the City Council at the next City Council meeting.

Matt Lawyer, Planning Commission Chair, provided an update from the Planning Commission. He shared that the Civic Center clean up would be held on March 15th at 9:00 a.m.

a. **Municipal Judge Evaluation Council Assignments**

Councilor Parsons and Councilor Kohler volunteered to attend arraignments and/or hearings and check in with the Judge for 2025.

Councilor Cross and Council President Starr volunteered to attend arraignments and/or hearings and check in with the Judge for 2026.

PUBLIC COMMENTS

Mayor Clark acknowledged written comments from Ramiro Navaro, Jane Herb, and Tammy Kunz.

Lisa Cejka, Keizer, spoke about Ziply working in her neighborhood. She shared that there was a door hanger, many workers and commented that they did a fabulous job.

Councilor Christopher added that she also had Ziply in her neighborhood and her experience was exactly the same situation that Ms. Cejka experienced.

PUBLIC HEARINGS

a. **RESOLUTION - Forming Clear Lake Commons Street Lighting Local Improvement District**

ORDINANCE - Spreading Assessments to Clear Lake Commons Street Lighting Local Improvement District

City Recorder Melissa Bisset summarized the staff report.

Council President Starr moved to adopt Resolution R2025- Forming the Clear Lake Commons Street Lighting Local Improvement District and moved to adopt an Ordinance No. 2025- Spreading Assessments to Clear Lake Commons Street Lighting Local Improvement District. Councilor Kohler seconded. Motion passed unanimously as follows upon first reading:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

b. OLCC Application - Change of Ownership - Off-Premises Liquor License - US Market 1025

City Recorder Melissa Bisset summarized the staff report.

Taslima Sidhu shared that it was a dream of hers and her sister's Jaslima Sidhu to purchase the market as they had grown up with it being their neighborhood market.

Council President Starr moved the City Council recommend approval of the application for a change of ownership for an Off-Premises Sales Liquor License for US Market 1025 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)

ADMINISTRATIVE ACTION

a. Event Center Fee Waiver - Keizer Chamber of Commerce Percey Auction

Assistant City Manager Tim Wood summarized the staff report.

Leslie Risewick, Co-chair of the Percey Auction, and Jill Gust, Keizer Chamber of Commerce, shared about the Percey Auction that was organized by the Keizer Network of Women (KNOW).

Discussion followed regarding the amount of time needed to set up, schedule, and the amount of money that was raised the previous year.

Council President Starr moved the City Council approve the requested waiver of the Event Center use fee of \$7,150 but charge the refundable security deposit of \$1,500 and third-party security of \$900 for the Keizer Chamber of Commerce Percey Auction on May 2, 2025. 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. Event Center Fee Waiver - CASA of Marion County Dinner

Assistant City Manager Tim Wood summarized the staff report.

Jennifer Collins, Event Manager for Court Appointed Special Advocates (CASA) of Marion County shared that they were no longer residing in Keizer however, they were still serving many kids in Keizer. She shared information about the event.

Council President Starr moved the City Council approve the requested waiver of the Event Center

use fee of \$3,703.12 but charge the refundable security deposit of \$1,500 and third party security of \$600 for the CASA of Marion County Dinner on April 26, 2025. 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)

c. Budget Request - Greater Northeast Keizer Neighborhood Association (GNEKNA)

Assistant City Manager Tim Wood summarized the staff report.

Discussion followed about how much money had been spent by the other neighborhood associations.

Tammy Kunz, Greater Northeast Keizer Neighborhood Association (GNEKNA) President, shared about the various ways that they had spent the funds. She shared that the additional funds would be used for printing and a Zoom subscription.

There was a suggestion for GNEKNA to look for other funding resources.

The City Council took no action.

Colleen Busch, Southeast Keizer Neighborhood Association (SEKNA), shared that they agreed to use their funds to pay for the candidate forum and the Neighborhood Association State of the City that was coming up.

d. RESOLUTION - Authorizing City Manager to Sign Letter of Intent with Terra Firma Property Development LLC (Keizer Station Area B)

City Manager Adam Brown summarized the staff report. It was noted that there was no commission being paid by the City.

Council President Starr moved to adopt Resolution R2025- Authorizing City Manager to Sign Letter of Intent with Terra Firma Property Development LLC (Keizer Station Area B). 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)

e. ORDINANCE - Relating to Planning Commission; Amending Keizer Code Sections 2-123 and 2-124

Planning Director Shane Witham summarized the staff report. It was noted that there was language in the code that already allowed for a term of office to be three years or until their successors are appointed and qualified.

Council President Starr moved to adopt an Ordinance No. 2025- Relating to Planning Commission; Amending Keizer Code Sections 2-123 and 2-124. Councilor Kohler seconded.

Motion passed unanimously as follows upon first reading:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

f. RESOLUTION - Authorizing the City Manager to Enter Into a Contract with Turney Excavating Inc. for Manhole Repairs

Public Works Director Bill Lawyer summarized the staff report. Discussion followed regarding the failure of the manholes.

Council President Starr moved to adopt Resolution R2025- Authorizing the City Manager to Enter Into a Contract with Turney Excavating Inc. for Manhole Repairs. 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)

g. Discussion regarding the potential sunset of the Personnel Policy Committee (PPC)

City Manager Adam Brown summarized the staff report. There was discussion about the upcoming Personnel Policy Committee that was scheduled to meet on January 27th. There was consensus that the meeting would be cancelled.

Council President Starr moved the Keizer City Council direct staff to bring back a resolution to sunset the Personnel Policy Committee. 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)

h. RESOLUTION - Adopting the City of Keizer Council Rules of Procedure; Repealing Resolutions R2022-3369, R2023-3370, R2023-3373, R2024-3440, R2024-3505, Minute Motion Made December 16, 2024, and Minute Motion Made January 6, 2025

City Attorney Joseph Lindsay summarized the staff report and provided updates made to the Council Rules of Procedure pursuant to the January 18th Work Session, which occurred after the packet was published. Councilors Juran, Christopher, Cross, Kohler, Parsons, and Council President Starr did not have any concerns about the proposed changes.

Mayor Clark expressed her concern for the position of the Council Vice President that was discussed at the January 18th Work Session. She felt the position doesn't serve a need or purpose and requested that it be removed.

Mayor Clark moved for an amendment to delete the Council Vice President from this version of the Council Rules of Procedure. Motion died for lack of a second.

Mayor Clark expressed her concerns about the Board, Commission, and Committee appointments process and Section 6.4.

Council President Starr moved to adopt Resolution R2025- Adopting the City of Keizer Council Rules of Procedure; Repealing Resolutions R2022-3369, R2023-3370, R2023-3373, R2024-3440, R2024-3505, Minute Motion Made December 16, 2024, and Minute Motion Made January 6, 2025. Councilor Kohler seconded. Motion passed as follows:

AYES: Cross, Kohler, Starr, Juran, Christopher, and Parsons (6)

NAYS: Clark (1)

ABSTENTIONS: None (0)

ABSENT: None (0)

i. Boards, Commissions, Committee Appointments for City Council

Councilor Christopher moved to not make appointments to the Community Diversity Engagement Committee. Motion died for a lack of a second.

The City Council discussed the appointments for 2025-2026.

Community Diversity Engagement Committee - Councilor Cross and Mayor Clark
Keizer Emergency Planning Committee - Council President Starr
Keizer Public Arts Commission - Councilor Christopher expressed her wish to be appointed after the process to change the resolution was completed but agreed to the appointment.
Keizer Parks and Recreation Advisory Board - Councilor Parsons
Keizer Planning Commission - Councilor Juran
Traffic Safety/ Bikeways/ Pedestrian Committee - Council President Starr
Volunteer Coordinating Committee - Councilor Kohler
Keizer Budget Committee - All Council
Long Range Planning Task Force - All Council
Keizer Audit Committee - Councilor Parsons, Council President Starr, Councilor Cross, Alternate - Mayor Clark, and Citizen members - Elaine Wilson and Melissa Martin
West Keizer Neighborhood Association - Council President Starr and Councilor Juran
Greater Gubser Neighborhood Association - Councilor Christopher
South East Keizer Neighborhood Association - Councilor Kohler
North West Keizer Neighborhood Association - Councilor Parsons
Greater Northeast Neighborhood Association - Councilor Cross; and Mayor Clark would be the floater should a council member not be available for a neighborhood association meeting.
Claggett Creek Watershed Council - Mayor Clark
Keizer Community Library Board of Directors - Council President Starr
Keizer Heritage Foundation Board of Directors - Councilor Christopher
Keizer United - Councilor Parsons
Mid-Willamette Valley Council of Governments Board of Directors - Mayor Clark
Mid-Willamette Valley Economic Development Partnership Board - Council President Starr

Discussion ensued regarding Mayor Clark's request to continue as liaison on the Mid-Willamette Valley Homeless Alliance Board.

Council President Starr moved to appoint Councilor Cross to serve as the voting member on the

Mid-Willamette Valley Homeless Alliance Board and the ORS 190 Entity Board and Mayor Clark serve as the alternate for both the Homeless Alliance Board and the ORS 190 Entity Board. Motion was seconded by Councilor Christopher. Motion passed as follows:

AYES: Cross, Kohler, Starr, Juran, and Christopher (5)

NAYS: Clark, Parsons (2)

ABSTENTIONS: None (0)

ABSENT: None (0)

Mid-Willamette Valley Homeless Alliance Board and ORS 190 Entity Board - Councilor Cross, Alternate - Mayor Clark

Salem Waste Water Task Force - Councilor Kohler

Mid-Willamette Valley Commission on Transportation (MWACT) - Councilor Juran, Alternate - Mayor Clark

Salem Keizer Area Transportation Studies (SKATS) - Councilor Juran, Alternate - Mayor Clark

Salem Keizer CFEC Scenario Planning (thru 2025) - Councilor Juran and Mayor Clark

Council President Starr moved that the Keizer City Council adopt the Committee Assignments as discussed. Motion was seconded by Councilor Kohler. Motion passed unanimously as follows:

AYES: Clark, Cross, Kohler, Starr, Juran, Parsons, and Christopher (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Council President Starr moved to nominate Councilor Cross as City Council Vice President. Seconded by Councilor Christopher. Motion passed unanimously as follows:

AYES: Clark, Cross, Kohler, Starr, Juran, Parsons and Christopher (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

CONSENT CALENDAR

There were no Consent Calendar items.

OTHER BUSINESS

Public Works Director Bill Lawyer explained that there was a request to place a stop sign/s at the intersection of Adam Court, Brooks Avenue, Forman Avenue, and Manbrin Drive. He asked for direction from the City Council if they wished for him to get a professional opinion on the potential placement of a stop sign. Discussion ensued regarding parking in the area and what would be looked at in the professional evaluation. Mr. Lawyer explained that he has the authority by ordinance to place stop signs; however, he wished to have a professional study. There was a consensus from Council for Mr. Lawyer to look at budget availability in the next fiscal year for a professional study.

Mayor Clark asked the Council if they were interested in joining the Salem Chamber of Commerce. She explained the benefits of the membership. Council President Starr asked if the topic could be added to the next agenda.

Mayor Clark asked the Council about the Latino Business Alliance assignments. There was consensus from the Council that they would continue to receive notice of the meetings on the "This week and next" email, but it would no longer have Councilors being assigned for specific dates.

Councilor Juran asked about filing in the swale at Keizer Rapids Park, and he was interested in talking about moving the dirt from Volcanoes Stadium to Keizer Rapids Park.

Discussion ensued regarding the amount of dirt that would need to be moved, the cost, and the timing. The topic would be brought back for further discussion.

Councilor Christopher motioned to continue the meeting for an additional 15 minutes to complete the agenda. 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)

STAFF UPDATES

Public Works Director Lawyer reminded the community that the weather would be cold over the next week and a half and to check on their neighbors.

City Attorney Joseph Lindsay mentioned the Council had asked to talk more about the Library Funding in January. There was consensus of the Council that there would be more discussion about Library funding at the City Council's goal setting in February.

COUNCIL MEMBER REPORTS

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

AGENDA INPUT

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

Monday, February 10, 2025 - 6:00 p.m. - City Council Work Session

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

ADJOURNMENT

Mayor Clark adjourned the meeting at 9:11 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."

Keizer City Council Regular Session Minutes
Tuesday, January 21, 2025 – Page 8



MINUTES
KEIZER CITY COUNCIL
Monday, February 3, 2025
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 6:04 p.m.

ROLL CALL

Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Shaney Starr, Council President
Soraida Cross, Councilor
Kyle Juran, Councilor
Daniel Kohler, Councilor
Marlene Parsons, Councilor
Lore Christopher, Councilor
Ma'Layah Latty-Farrar, Youth
Councilor

Staff:

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

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

a. Proclamation: Black History Month

Mayor Clark read the Proclamation recognizing February as Black History Month. Community Diversity Engagement Committee (CDEC) Member Carrie Brown introduced Dr. Johnny Lake, PhD, and Dr. Johnny Lake gave a presentation. Mayor Clark then presented the proclamation to Mr. Johnny Lake.

Jane Titchenal, introduced Amari Young Miss Marion-Polk County Team Advocate. Ms. Young read a Poem.

COMMITTEE REPORTS

a. Community Diversity Engagement Committee Appointments (CDEC)

Hersch Sangster, member of the Traffic Safety, Bikeways and Pedestrian Committee, provided an update. They had received comments about speeding on Vedra Lane to Lockhaven. They would add this to their project review sheet. The neighbors in the Parkmeadow area were asking for a speed study. The speed study was already being conducted, and they would hear more at the next meeting.

City Recorder Melissa Bisset summarized the staff report. Discussion followed regarding the recent changes in the Council Rules of Procedure as it relates to the Community Diversity Engagement Appointment. This item was moved to after 8.h.

PUBLIC COMMENTS

Written Comment was acknowledged from David LeDay, on the Public Employee Retirement System (PERS); Daniel M. Potter, Jaqueline Green, and Tammy Kunz on City Council concerns.

Councilor Kyle Juran felt that the possible postponement of the CDEC should be after the City Council has a better understanding of what Diversity, Equity, and Inclusion (DEI) designation means for federal funding. He wanted to make sure that federal funding was not jeopardized for transportation infrastructure and safety improvements. He felt that all of the CDEC positions should be filled before moving forward.

Caridad (Carrie) Brown, Keizer, member of the CDEC, shared the mission statement of the CDEC to address some of the items on the agenda. She felt that the change for it to mirror the Volunteer Coordinating Committee (VCC) appointment terms was not necessary. She commented on the pausing of the CDEC meetings as they have a work plan, and she felt that the Committee was being disrespected by the item. She stated that there was a perception that the Council was trying to get rid of the CDEC. She suggested that the City Councilors could have asked the CDEC for direction or clarification.

Councilor Cross thanked Ms. Brown for her service as her appointee.

Jane Titchenal, Keizer, member of the CDEC, shared that her goal was to create positive working relationships. She thought it was ironic that the Council was discussing suspending the CDEC because they were fearful of losing out on funds. She stated that the people of Keizer want to understand who they are and understand about different local opportunities for connection. She felt that the timing was interesting to pause the CDEC only days before affirming the definitions, and she suggested that using time wisely should be reflected in City Council meetings.

Thais Roddick, Keizer, asked that the City Council postpone the appointments for the CDEC. She requested that the City Council spend some time with the CDEC members who met in January before making a decision. She expressed reservation with the speed of the process and felt it was meant to replace the current members who have done an outstanding job with getting community engagement framework in place.

Jacqueline Green, Keizer, read the written comments she had submitted. She expressed concern about the Council changing the Council Rules of Procedure.

Alex Miller, Keizer, asked if something had been changed that had been in place since 1982. Mayor Clark commented that the Council Rules of Procedure had been changed and additional

changes were made at the last Council meeting where the Council would make the appointments for the non-VCC positions. The Council Rules of Procedure were discussed at the January 18th Work Session. Councilor Juran stated that the City Charter was amended in 2020, and the Council Rules of Order language was aligning with the Charter.

Ranette Gonzalez, stated that from what she read in the newspaper, the public only had a three-hour notice before the Council Rules of Procedure were changed. She felt that the changes have denied the residents from a meaningful chance to understand and engage with decisions, which has led to a sense of disconnection and disempowerment. She asked that the Council revisit the changes with proper public notice, build collaboration, and rebuild trust.

Mr. Lindsay reviewed the dates and notices of the meetings since December 16, 2024, related to the changes to Council Rules of Procedure. Mr. Lindsay explained the purpose of the Council Rules of Procedure, and that every elector in the City gives the Council their power by means of the City Charter. Under the City Charter, it says that the Council must adopt rules to govern committees, members, and proceedings.

Mayor Clark commented on the Council Rules of Procedure as to when changes were published.

Ramiro (RJ) Navarro Jr., Keizer, asked the Council to reflect on not appointing the first Black women to the Keizer City Council. He felt that the CDEC should be continued and for City Councilors to be engaged in the CDEC.

Benita Picazo, Keizer, asked for the Council's consideration about eliminating the CDEC and asked the City Council to think about the representation for people of color and asked to be allowed to be represented. She asked if the Council had been doing enough to engage with people of color so they would come to meetings. She stated that they do not want to attend because they do not feel welcome. She asked them what the Council was doing for the next generation. She encouraged the Council to be a leader in the community to make everyone feel safe, to voice their opinions, and hear what's happening in their own City because being a leader was also a role for the Council.

Sherry Lowells, Keizer, asked how the person who ran for Mayor ended up serving on the Council and that the City Council could have had someone of color. Mayor Clark explained that there was a resignation and since the City Council was in an election cycle and that they voted to amend the Rules of Procedure to change the appointment time to occur after the election. She shared the process for appointments.

Dr. Johnny Lake, provided a personal history about his father and grandfather and shared that his sons were the first generation to have a full and equal educational opportunity in America. He shared about his experience in school being the only black kid in fifth grade and how the black and white kids were a lot alike and were more alike than they were different. He commented on how we were shaping the future for our children and how he wants diversity to lead and guide everyone to be educated about the community.

PUBLIC HEARINGS

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

Assistant City Manager Tim Wood summarized the staff report.

Council President Starr moved to adopt Resolution R2025- Authorization for Supplemental Budget - Stormwater Fund - Workers Compensation. 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. RESOLUTION - Supplemental Budget - General Fund Police Operations - Insurance Proceeds

Assistant City Manager Tim Wood summarized the staff report.

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

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

ADMINISTRATIVE ACTION

a. Request to Join the Salem Chamber of Commerce

Assistant City Manager Tim Wood summarized the staff report. Tom Hoffert, Chief Executive Officer for the Salem Chamber of Commerce shared about Chamber membership.

Discussion ensued about membership options, benefits, and the budget.

Councilor Parsons moved that the City of Keizer join the Salem Chamber of Commerce. Councilor Cross seconded.

There was a suggestion to use Transient Lodging Taxes (TOT) funds to pay for the membership dues.

There were suggestions to wait on this item until the budget process.

Councilor Kohler expressed his opposition to join the Salem Chamber of Commerce at this point in time and, at minimum, he would like to have the item go into the budget process.

Motion failed as follows:

AYES: Clark, Cross (2)

NAYS: Parsons, Kohler, Starr, Christopher, Juran (5)

ABSTENTIONS: None (0)

ABSENT: None (0)

By consensus, the Council wished to have City Staff bring the item back as part of the 2025/26

Budget Process.

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

Assistant City Manager Tim Wood summarized the staff report.

Executive Director Keizer Chamber of Commerce, Corri Falardeau, shared information about the event and encouraged the community to attend the event.

It was noted that on the following day there would be a Chamber Greeters Event at the Keizer Event Center.

There was discussion about the price of the Keizer Chamber of Commerce membership and what the benefits include.

Council President Starr moved 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. 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)

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

There was a recess at 8:04 pm, and the meeting resumed at 8:17 pm.

City Recorder Melissa Bisset summarized the staff report.

Council President Starr moved to approve the Proclamation Request from CASA of Marion County recognizing Foster Care Awareness Month at the City Council Meeting to be determined. Councilor Kohler seconded.

Mayor Clark made a friendly motion to amend the motion to schedule the proclamation for April 21. The mover and seconder both accepted the amendment.

Motion passed unanimously as follows:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

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

Public Works Director Bill Lawyer summarized the staff report.

Council President Starr moved to adopt Resolution R2025- Claiming an Exception Under the

Keizer Parks Matching Grant Program for Gold Star Memorial Monument. 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)

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

Planning Director Shane Witham summarized the staff report. There was a question about whether the consultant work would fulfill the Community Engagement portion. Mr. Witham explained that the plan would give the framework for doing the work.

Council President Starr moved to adopt Resolution R2025- Authorizing Planning Director to Sign Intergovernmental Agreement for City of Keizer Transportation System Plan Community Engagement. 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)

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

Human Resources Director Garrett Klever summarized the staff report.

Council President Starr moved to adopt Resolution R2025- dissolving the Personnel Policy Committee. 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)

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

City Attorney Joseph Lindsay summarized the staff report. There was a suggestion to postpone the resolution until the second meeting in February after the City Council further discussed the Boards, Commissions and Committees at the work session meeting.

Councilor Christopher moved to table the item until the next City Council Meeting on February 18, 2025. Councilor Kohler seconded. Motion passed as follows:
AYES: Cross, Kohler, Starr, Juran, and Christopher (5)
NAYS: Clark and Parsons (2)
ABSTENTIONS: None (0)
ABSENT: None (0)

h. Discussion Item - Potential Postponement of the Community Diversity Engagement

Committee (CDEC) Meetings

Councilor Kohler explained that he had attended many CDEC meetings over the years and shared his observations. He felt that the original purpose of the CDEC was to bring everyone together in the community, and that discussion was needed on the CDEC goals. He felt that it appears that the CDEC has become a Diversity, Equity, and Inclusion (DEI) Committee and expressed concern, which would be in violation of recent Executive Orders and that the City could lose funding.

Discussion ensued regarding recent Executive Orders and the potential Federal Funding impacts if postponing the CDEC meetings.

There was a suggestion to move the potential postponement of CDEC meetings until after the review of the Boards, Commissions, and Committees.

There was a question about the timing of appointments and a suggestion to meet with the five individuals currently serving on the CDEC.

There were suggestions to have a joint work session with the CDEC.

Recent accomplishments of the CDEC were reviewed.

Councilor Parsons moved to schedule a work session with the committee as soon as possible to put it all together for us. Councilor Christopher seconded.

Council President Starr moved for the remaining items to be moved to February 18th. Seconded by Councilor Kohler.

There was a friendly amendment continue the work for an additional 15 minutes. The mover and seconder both accepted the change. Motion passed unanimously as follows:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

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

Mayor Clark provided the background on the item. Mr. Lindsay further presented the Staff Report.

Council President Starr moved table item 8.i. until after the committee review, which was now pending on when the work session would be done with the CDEC.

Mayor Clark suggested a friendly amendment as follows that Council President Starr agreed to.

Council President moved to table the item pending the joint work session with the CDEC.

Seconded by Councilor Parsons. Motion passed unanimously as follows:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

j. Discussion Item - Council Rules and Procedure

Mayor Clark provided background on the changes to the Council Rules and Procedures. Mr. Lindsey explained how the changes were made based upon his understanding of the Council's intentions. It was noted that the resolutions governing VCC and CDEC would not be superseded by the changes in the Council Rules and Procedure. Interpretation of the proposed language changes, the appointment process, and the terms were discussed.

Upon consensus, the Council decided to leave the CDEC appointments as they were until a later date.

City Attorney Joseph Lindsay noted the document provided by Mayor Clark and distributed during the meeting for item 8.j. should be part of record. Mr. Lindsay would make it part of a Staff Report to bring back at a future meeting.

CONSENT CALENDAR

Mayor Clark pulled item 9.b. for the next Council meeting so that some corrections could be made.

Councilor President Starr moved that the Keizer City Council approve the Consent Calendar items a and c. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Starr, Cross, Kohler, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

a. Approval of January 6, 2025 Regular Session Minutes

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

The January 18th minutes were not approved.

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

OTHER BUSINESS

There was no other business.

STAFF UPDATES

Staff updates were forgone due to a lack of time.

COUNCIL MEMBER REPORTS

Council member reports were forgone due to a lack of time.

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

ADJOURNMENT

Mayor Clark adjourned the meeting at 9:22 p.m.

MAYOR:

APPROVED:

Cathy Clark

Dawn Wilson, Deputy City Recorder

Minutes approved: _____

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



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Bill Lawyer, Public Works Director
Subject: 2025 Waterline Replacement Project

Proposed Motion

I move the City Council adopt Resolution R2025-_____ Authorizing the City Manager to award and enter into a contract with Flow Line Construction LLC. for 2025 Waterline Replacement Project.

I. Summary

This project includes the replacement of approximately 1,342 feet of steel water main with ductile iron water main, new fire hydrants, valves, service updates and all other appurtenances necessary to completely replace the steel water main.

II. Background

- A. The Public Works Department solicited bids for the replacement of the steel waterlines on a portion of Leo Street NE, from Brooks Avenue to Noon Avenue, and on Noon Avenue NE from Leo Street to the cul-de-sac.
- B. A total of fifteen bids were received and opened on January 23rd, 2025 at 2:00 pm. The bids ranged from a high of \$555,135.00 to a low of \$398,090.00. The lowest responsive bid was submitted by Flow Line Construction LLC.
- C. The engineer's estimate for the project is \$450,000.00.

III. Current Situation

- A. The existing steel pipeline is due for replacement.
- B. Staff selected these streets for replacement due primarily to the number of leaks that have been repaired in the past few years on these streets.

IV. Analysis

- A. **Strategic Impact** - Replacement of the steel water mains citywide is identified in the adopted 2012 Water Master Plan Update, Capital Improvement Program.
- B. **Financial** - Funds for this project are identified in the City Council adopted Fiscal

Year 2024/2025 Water Facility Fund budget.

- C. **Timing** - Approval of this request will allow the project to be completed during the late winter/early spring months, which is a good time of year for this type of project.
- D. **Policy/Legal** - City council approval is required to award this contract.

V. Alternatives

- A. Adopt the attached Resolution authorizing the City Manager to enter into a contract with Flow Line Construction LLC. for the 2025 Waterline Replacement project.
- B. Take no action – Not approving this project could result in staff needing to repair additional leaks in the existing steel pipeline.

VI. Recommendation

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager to enter into a contract with Flow Line Construction LLC. for the 2025 Waterline Replacement project.

Attachments

- 1. RES_CC_Authorizing City Manager to Enter Into Contract for 2025 Waterline Replacement Project_2 18 2025

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1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2025-_____

4
5 AUTHORIZING THE CITY MANAGER TO AWARD AND ENTER
6 INTO A CONTRACT WITH FLOW LINE CONSTRUCTION LLC
7 FOR 2025 WATERLINE REPLACEMENT PROJECT

8
9 WHEREAS, replacement of water mains citywide is identified in the adopted

10 Water Master Plan Update Capital Improvement Program;

11 WHEREAS, the City solicited bids for the replacement of water mains on a portion
12 of Leo Street NE, from Brooks Avenue to Noon Avenue, and on Noon Avenue NE from
13 Leo Street to the cul-de-sac in the City;

14 WHEREAS, fifteen bids for this project were received and opened. Flow Line
15 Construction LLC submitted the low responsive bid for a total amount of \$398,090.00.
16 The City Engineer has reviewed and certified the bids;

17 WHEREAS, a notice on intent to award the bids was sent to the bidders on
18 February 4, 2025;

19 NOW, THEREFORE,

20 BE IT RESOLVED by the City Council of the City of Keizer that the City Manager
21 is hereby authorized to award the contract to, and if no objections are received, enter into
22 a contract with Flow Line Construction LLC for a total of \$398,090.00 to replace water
23 mains within the City. Funding for this project is from the Water Facility Replacement
24 Fund.

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

3 PASSED this _____ day of _____, 2025.

4

5 SIGNED this _____ day of _____, 2025.

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Mayor

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City Recorder