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AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION
Monday, September 19, 2022
7:00 p.m.
Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **FLAG SALUTE**
4. **SPECIAL ORDERS OF BUSINESS**
5. **COMMITTEE REPORTS**
 - a. Volunteer Coordinating Committee Recommendations for Appointment – Keizer Budget Committee and Keizer Planning Commission
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. Area 51 Bar and Grill Liquor License Application
8. **ADMINISTRATIVE ACTION**
 - a. Community Prosperity Grant
 - b. **RESOLUTION** - Relating to Wastewater Service Charges (2023-2024) Repeal of Resolution R2020-3128
 - c. **RESOLUTION** – Authorizing the City Manager to Sign the Intergovernmental Agreement – Joint Litigation of Climate Friendly and Equitable Communities Rules

- d. RESOLUTION – Authorizing the City Manager and Chief of Police to Sign Memorandum of Understanding No. 6 Relating to 2021-2023 Collective Bargaining Agreement
- RESOLUTION – Authorizing the City Manager and Public Works Director to Sign Memorandum of Understanding No. 2 Relating to 2021-2024 Collective Bargaining Agreement
- RESOLUTION – Approving a Wage Increase and Accrued Leave Cash Out Option for Non-Represented Employees

9. CONSENT CALENDAR

- a. RESOLUTION – Authorizing Disposition of Surplus Property (2008 Vaccon Combination Truck)
- b. RESOLUTION – Amending Resolution R2021-3215 (Recognizing National Observances and Commemorative/Heritage Months) to Add Indigenous Peoples' Day
- c. RESOLUTION – Authorizing the City Manager to Purchase Three Dodge Durango Vehicles for Police Department

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

October 3, 2022 – 7:00 p.m.
City Council Regular Session

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

- Marion County Health Presentation – Mobile Crisis Unit

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

14. ADJOURNMENT

City of Keizer Mission Statement

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



CITY COUNCIL MEETING: SEPTEMBER 19, 2022

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: Tracy Davis, City Recorder

SUBJECT: Volunteer Coordinating Committee Recommendations for
Appointment to the Keizer Budget Committee and the Keizer
Planning Commission

PROPOSED MOTION:

I move the City Council accept the recommendation of the Volunteer Coordinating Committee and appoint Marlene Parsons and Melissa Martin to positions 1 and 2 respectively on the Keizer Budget Committee, terms beginning September 1, 2022 and expiring August 31, 2025, and Matt Lawyer, Sarah Hutches and Jeremey Grenz to positions 1, 2 and 3 respectively on the Keizer Planning Commission, terms beginning October 1, 2022 and expiring September 30, 2025.

I. SUMMARY:

The Volunteer Coordinating Committee met on September 8, 2022 to review and interview applicants for openings on the Budget Committee and Planning Commission.

II. BACKGROUND:

The Volunteer Coordinating Committee is responsible to recruit, interview, and recommend Board, Committee, and Commission appointments to the City Council.

III. CURRENT SITUATION:

These appointments will fill all vacancies on the Budget Committee and the Planning Commission. Recruitment for upcoming vacancies on the Parks Advisory Board and the Traffic Safety/Bikeways Pedestrian Committee will begin in October.

RECOMMENDATION:

Staff recommends the City Council accept the recommended appointments as outlined.



CITY COUNCIL MEETING: SEPTEMBER 19, 2022

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: Tracy L. Davis, City Recorder

SUBJECT: **AREA 51 BAR AND GRILL LIQUOR LICENSE APPLICATION**

PROPOSED MOTION:

I move the City Council recommend approval of the application for Area 51 Bar and Grill Liquor License under the guidelines as established by ORS 471.178 and the Ordinances of the City of Keizer.

I. SUMMARY:

On August 9, 2022 the City received an application for a new liquor license for Area 51 Bar and Grill located at 3393 River Road N, Keizer, Oregon. The application is for a Commercial Full On Premises license. 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 has completed a background check on the applicant and has no reason to recommend denial of the application. In addition, the Keizer Planning Department finds the location of the establishment to be property zoned and has no additional comment 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 a partnership with the community to improve community livability.

III. CURRENT SITUATION:

- A. The owner of Area 51 Bar and Grill applied for a liquor license in 2019 which the

Area 51 Bar and Grill Liquor License Application

City recommend approval of the license. However, due to the pandemic, the establishment was unable to open and the license expired. The Oregon Liquor Control Commission is now requiring a new application.

IV. ANALYSIS:

- A. **Strategic Impact** – N/A
- B. **Financial** – The application requires a \$100 fee, which has been paid.
- C. **Timing** – Upon a recommendation of approval, the applicant will finalize the liquor license application with the Oregon Liquor Control Commission.
- D. **Policy/legal** – The review process for a liquor license application is outlined in City Ordinance 2010-623.

ALTERNATIVES:

- A. Recommend approval of the license application.
- B. If no action is taken, the Oregon Liquor Control Commission will have the authority to make a determination.

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 Area 51 Bar and Grill under the guidelines as established by ORS 471.178 and the Ordinances of the City of Keizer. This recommendation shall then be forwarded to the Oregon Liquor Control Commission for final approval.

ATTACHMENTS:

- Area 51 Bar and Grill Liquor License Application

LIQUOR LICENSE APPLICATION

Page 1 of 3

Check the appropriate license request option:

New Outlet | Change of Ownership | Greater Privilege | Lesser Privilege

Select the license type you are applying for.

More information about all license types is available [online](#).

Full On-Premises

- Commercial
- Caterer
- Public Passenger Carrier
- Other Public Location
- For Profit Private Club
- Nonprofit Private Club

Winery

- Primary location
- Additional locations: 2nd 3rd 4th 5th

Brewery

- Primary location
- Additional locations: 2nd 3rd

Brewery-Public House

- Primary location
- Additional locations: 2nd 3rd

Grower Sales Privilege

- Primary location
- Additional locations: 2nd 3rd

Distillery

- Primary location
- Additional tasting locations: 2nd 3rd 4th 5th 6th

- Limited On-Premises
- Off Premises
- Warehouse
- Wholesale Malt Beverage and Wine

INTERNAL USE ONLY

Application received:

Minimum documents acquired:

LOCAL GOVERNING BODY USE ONLY

City/County name:

Date application received:

Optional: Date Stamp

- Recommend this license be granted
- Recommend this license be denied

| | |
|--------------|------|
| Printed Name | Date |
|--------------|------|

Return this form to:

Investigator name:

Email:

LIQUOR LICENSE APPLICATION

Page 2 of 3

APPLICANT INFORMATION

Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.

Name of entity or individual applicant #1:

Jose Luis Pantaleon

Name of entity or individual applicant #2:

Name of entity or individual applicant #3:

Name of entity or individual applicant #4:

BUSINESS INFORMATION

Trade Name of the Business (name customers will see):

Area 51 Bar & Grill, LLC

Business phone number:

503-991-4549

Business email:

area51keizer@gmail.com

Premises street address (The physical location of the business and where the liquor license will be posted):

3393 River Rd N

City:

Keizer

Zip Code:

97303

County:

Marion

Business mailing address (where we will send any items by mail as described in OAR 845-004-0065[1]):

Po Box 9333

City:

Salem

State:

OR

Zip Code:

97305

Does the business address currently have an OLCC liquor license? Yes NoDoes the business address currently have an OLCC marijuana license? Yes No

APPLICATION CONTACT INFORMATION

Contact Name:

Jose Luis Pantaleon

Phone number:

Email:

City:

Salem

Zip Code:

OR

County:

97305

Please note: liquor license applications are public records.

LIQUOR LICENSE APPLICATION


Page 3 of 3

ATTESTATIONS

By signing this form, you attest that each of the following statements are true. I understand the Commission may require a licensee to provide proof of any of the below or below referenced documents at any time.

I understand that marijuana is **prohibited** on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read OAR 845-005-0311 and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per OAR 845-005-0311[6]) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an un-waivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

| | | | |
|---------------------|--|------------|--------------------------------|
| Jose Luis Pantaleon |  | 05/18/2022 | |
| Print name | Signature | Date | Atty. Bar Info (if applicable) |
| Print name | Signature | Date | Atty. Bar Info (if applicable) |
| Print name | Signature | Date | Atty. Bar Info (if applicable) |
| Print name | Signature | Date | Atty. Bar Info (if applicable) |



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Jose Luis Pantaleon Phone: 503-991-4549

Trade Name (dba): Area 51 Bar & Grill, LLC

Business Location Address: 3393 River Rd N, Keizer OR 97303

City: Keizer ZIP Code: 97305

DAYS AND HOURS OF OPERATION

Business Hours:

| | | | |
|-----------|-----------------|----|-----------------|
| Sunday | <u>10:00 AM</u> | to | <u>2:00 AM</u> |
| Monday | <u>12:00 PM</u> | to | <u>12:00 PM</u> |
| Tuesday | <u>10:00 AM</u> | to | <u>12:00 PM</u> |
| Wednesday | <u>10:00 AM</u> | to | <u>12:00 PM</u> |
| Thursday | <u>10:00 AM</u> | to | <u>2:00 AM</u> |
| Friday | <u>10:00 AM</u> | to | <u>2:30 AM</u> |
| Saturday | <u>10:00 AM</u> | to | <u>2:30 AM</u> |

Outdoor Area Hours:

| | | | |
|-----------|-----------------|----|-----------------|
| Sunday | <u>10:00 AM</u> | to | <u>2:00 AM</u> |
| Monday | <u>12:00 PM</u> | to | <u>12:00 PM</u> |
| Tuesday | <u>10:00 AM</u> | to | <u>12:00 PM</u> |
| Wednesday | <u>10:00 AM</u> | to | <u>12:00 PM</u> |
| Thursday | <u>10:00 AM</u> | to | <u>2:00 AM</u> |
| Friday | <u>10:00 AM</u> | to | <u>10:00 AM</u> |
| Saturday | <u>10:00 AM</u> | to | <u>10:00 AM</u> |

The outdoor area is used for:

- Food service Hours: _____ to _____
- Alcohol service Hours: _____ to _____
- Enclosed, how smoking area

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

(Investigator's initials)

Seasonal Variations: Yes No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

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

DAYS & HOURS OF LIVE OR DJ MUSIC

| | | | |
|-----------|----------------|----|----------------|
| Sunday | <u>6:00 PM</u> | to | <u>1:00 AM</u> |
| Monday | <u>N/A</u> | to | <u>N/A</u> |
| Tuesday | <u>N/A</u> | to | <u>N/A</u> |
| Wednesday | <u>N/A</u> | to | <u>N/A</u> |
| Thursday | <u>8:00 PM</u> | to | <u>1:00 AM</u> |
| Friday | <u>7:00 PM</u> | to | <u>2:00 AM</u> |
| Saturday | <u>7:00 PM</u> | to | <u>2:00 AM</u> |

SEATING COUNT

Restaurant: 140 Outdoor: 10
 Lounge: _____ Other (explain): _____
 Banquet: _____ Total Seating: 150

| |
|--|
| OLCC USE ONLY |
| Investigator Verified Seating: _____(Y) _____(N) |
| Investigator Initials: _____ |
| Date: _____ |

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

Applicant Signature: _____ Date: 05/18/2022



CITY COUNCIL MEETING: SEPTEMBER 19, 2022

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: Tim Wood, Assistant City Manager/Finance Director

SUBJECT: **COMMUNITY PROSPERITY GRANT**

PROPOSED MOTION:

Council should direct staff to either amend the Resolution as discussed or leave the Resolution unchanged.

I. SUMMARY:

At the May 16, 2022 regular City Council meeting, the Council adopted a resolution to create a matching grant program for the creation of new food truck pods or for upgrading existing pod locations. The grant program indicates that funds can be used towards “predevelopment work, studies, and infrastructure for a food truck pod.”

Staff is seeking clarity to determine if the cost of purchasing or updating a food truck should be considered an eligible expenditure.

II. BACKGROUND:

- A. The City of Keizer has entered into an intergovernmental agreement with Marion County as part of their Community Prosperity Initiative to receive \$15,000 during Fiscal 2022-23 and 2023-24.
- B. The Community Diversity and Engagement Committee (CDEC) was asked to consider how the Community Prosperity Initiative funds may be best utilized by the City. CDEC by consensus at the March 1, 2022 committee meeting indicated that “they supported investment in food truck pods and revitalization of the focal points and wished to explore youth support further.” The committee’s intent was to use the funds to develop places for people to gather.

- C. At the May 16, 2022 regular City Council meeting, the Council adopted Resolution R2022-3281 to create a matching grant program for food truck pods. The grants shall include, but shall not be limited to the following:
- i. Each grant shall be to businesses with no more than \$5,000 per grant with a 50% match;
 - ii. Funds will be provided on a reimbursement basis;
 - iii. Funds can be used towards predevelopment work, studies, and infrastructure for a food truck pod;
 - iv. Funds can be used to build new food truck pods or upgrade existing pod locations;
 - v. Preference will be given to properties on River Road

III. CURRENT SITUATION:

- A. A draft grant application has been developed.
- B. Review of the minutes from the May 16, 2022 regular City Council meeting only indicate that the resolution was adopted.
- C. Staff is seeking clarity to determine if the cost of purchasing or updating a food truck should be considered an eligible expenditure. The potential risk with adding food trucks is that they are a mobile asset limiting the City's ability to ensure the investment remains primarily in Keizer.

IV. ANALYSIS:

- A. **Strategic Impact** – This action supports the City's Statement of Values-Justice, Equity, Diversity and Inclusion Statement dated December 7, 2020.
- B. **Financial** – There is no financial impact for adopting this resolution.
- C. **Timing** – The Community Prosperity Initiative grant funds need to be spent by June 30, 2023
- D. **Policy/legal** – City Council action is required to amend the resolution to clarify if costs associated with purchasing or updating a food truck is an eligible expense for the matching grant program.

ALTERNATIVES:

- A. Amend the resolution to include the costs to acquire or upgrade a food truck as an eligible expenditure.
- B. Take No Action – The matching grant program will not include the costs to acquire or upgrade a food truck as an eligible expense.

RECOMMENDATION:

Staff recommends that the City Council discuss the matter. If Council wishes to include the costs to acquire/improve a food truck as an eligible expenditure, you should pass a motion to direct staff to bring back a resolution to add that expenditure.

ATTACHMENTS:

- Resolution R2022-3281 – Adopting Eligible Project to be Used by City for Funds Received from Cnty Under Intergovernmental Agreement for Community Prosperity Initiative.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2022- 32814
5 ADOPTING ELIGIBLE PROJECT TO BE USED BY CITY FOR FUNDS
6 RECEIVED FROM COUNTY UNDER INTERGOVERNMENTAL
7 AGREEMENT FOR COMMUNITY PROSPERITY INITIATIVE8
9 WHEREAS, Council authorized City Manager to sign the Intergovernmental
10 Agreement between Marion County and City of Keizer for Community Prosperity
11 Initiative at its January 21, 2020 meeting;12 WHEREAS, Council authorized City Manager to sign an amendment to the
13 Intergovernmental Agreement extending it for two additional years;14 WHEREAS, Council directed staff to create a program to utilize the funds to
15 provide for food truck pod improvements along River Road at its March 7, 2022
16 meeting;

17 NOW, THEREFORE,

18 BE IT RESOLVED by the City Council of the City of Keizer that the \$15,000
19 funding received during Fiscal Year 2022-2023 from Marion County under the
20 Intergovernmental Agreement for Community Prosperity Initiative shall be used for a
21 matching grant program for food truck pods. The grants shall include, but shall not
22 limited to the following:

- 23 1. Each grant shall be to businesses with no more than \$5,000 per grant with
-
- 24 a 50% match;
-
- 25 2. Funds will be provided on a reimbursement basis;

1 3. Funds can be used towards predevelopment work, studies, and
2 infrastructure for a food truck pod;

3 4. Funds can be used to build new food truck pods or upgrade existing pod
4 locations;

5 5. Preference will be given to properties on River Road.

6 BE IT FURTHER RESOLVED the program will end when the funds are spent or
7 March 31, 2023;

8 BE IT FURTHER RESOLVED that any funds not spent by March 31, 2023 will
9 be reallocated to an alternate economic development project as determined by City
10 Council;

11 BE IT FURTHER RESOLVED that the City Manager shall establish and
12 administer the program and take all further actions related to the program without further
13 Council action other than required budget adjustment or approvals.

14 BE IT FURTHER RESOLVED that the anticipated \$15,000 for fiscal year 2023-
15 2024 will be brought to Council for determination of an economic development project.

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

18 PASSED this 16th day of May, 2022.
19 SIGNED this 16th day of May, 2022.

20
21
22
23
24

Cathy Clark
Mayor
Andy [Signature]
City Recorder



CITY COUNCIL MEETING: SEPTEMBER 19, 2022

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: Tim Wood, Assistant City Manager/Finance Director

SUBJECT: **RELATING TO WASTEWATER SERVICE CHARGES**

PROPOSED MOTION:

"I move the City Council adopt Resolution R2022-_____ Relating to Wastewater Service Charges (2023-2024); Repeal of Resolution R2020-3128."

I. SUMMARY:

The City of Keizer is part of a regional wastewater system managed and operated by the City of Salem. The City of Salem sets the biannual sewer rates for the regional system based on the results of a cost of service analysis specific to providing service to Keizer residential and commercial accounts. Based on the recommendations from the joint Water/Wastewater Task Force, the City of Salem adopted an average 5% system wide rate increase effective January 1, 2023 and January 1, 2024.

Based on the cost of service analysis specific to Keizer the average residential household will experience a 5.6% and 5.2% increase in the wastewater charges during 2023 and 2024, respectively. This equates to an average annual increase of \$24.72 and \$24.36 in wastewater charges. The primary reason for the rate increase is to support the ongoing wastewater system capital improvement plan that has been negatively impacted by the current inflationary economic environment.

II. BACKGROUND:

- A. The City of Keizer is part of a regional wastewater system managed and operated by the City of Salem.
- B. The City of Salem sets the wastewater rates for the regional system based on the results of a cost of service analysis specific to providing service to Keizer residents.

- C. Wastewater rates are set on a biannual basis, based on the recommendation from the Water/Wastewater Task Force.
- D. The City of Keizer bills on behalf of the regional wastewater system for Keizer residents passing the proceeds to the City of Salem to operate the system.
- E. State law requires that all fees be adopted by the City Council and that public comment be accepted.
- F. There is no requirement for a formal public hearing, but the Mayor must ask if any party wants to provide comment.

III. **CURRENT SITUATION:**

- A. The Water/Wastewater Task Force recommended an average system wide rate increase in wastewater fees of 5% effective January 1, 2023 and January 1, 2024 on June 9, 2022.
- B. The City of Salem adopted the recommended wastewater rate increases July 25, 2022.
- C. The wastewater system has been negatively impacted by the current inflationary economic environment and requires a rate increase to support the ongoing capital improvement plan.

IV. **ANALYSIS:**

- A. **Strategic Impact** – Does not apply
- B. **Financial** – The fee increases will result in \$268,000 and \$347,000 in additional wastewater revenue for fiscal years 2022-23 and 2023-24, respectively. The additional revenue will be remitted to the City of Salem to operate the regional wastewater system.
- C. **Timing** – The wastewater rates take effect January 1, 2023 and January 1, 2024.
- D. **Policy/legal** – City Council action is required to modify the wastewater fees charged to Keizer residents.

ALTERNATIVES:

- A. Approve Resolution R2022-____ to increase the wastewater rates as per the recommended rates set by the water/wastewater task force.

Relating to Wastewater Service Charges

September 19, 2022

- B. The City Council can amend the resolution to increase or decrease the wastewater rates charged to Keizer residential and commercial accounts however the City would still be responsible for paying the wastewater rates adopted by the City of Salem.
- C. Take No Action – The City can continue to bill Keizer residents the existing wastewater rates however the City would still be responsible for paying the wastewater rates adopted by the City of Salem.

RECOMMENDATION:

Staff recommends that the City Council allow for public comment and unless there are objections or questions, adopt Resolution R2022-____ Relating to Wastewater Service Charges (2023-2024); Repeal of Resolution of R2020-3128

ATTACHMENTS:

- Resolution R2022-____ Relating to Wastewater Service Charges (2023-2024); Repeal of Resolution R2020-3128.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2022-_____

RELATING TO WASTEWATER SERVICE CHARGES (2023-2024);
REPEAL OF RESOLUTION R2020-3128

WHEREAS, the City of Keizer is responsible for the City’s sewer collection system and contracts for treatment with the City of Salem;

WHEREAS, the City of Keizer has agreed to adopt the City of Salem’s wastewater service charges;

WHEREAS, the City Council adopted the 2021 and 2022 wastewater service charges by Resolution R2020-3128;

WHEREAS, the City of Salem has adopted wastewater service charges for the 2023 and 2024 calendar years, with the first increase effective for the billing cycle beginning January 1, 2023, and the second increase effective for the billing cycle beginning January 1, 2024;

WHEREAS, it is appropriate for the City of Keizer to adopt the fees by Resolution;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that wastewater service charges attached in Exhibit “A” and by this reference incorporated herein shall be effective on January 1, 2023 and January 1, 2024 as shown in such Exhibit.

1 BE IT FURTHER RESOLVED that Resolution R2020-3128 (Relating to
2 Wastewater Services Charges (2021-2022)) is hereby repealed in its entirety on January
3 1, 2023.

4 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

5 PASSED this _____ day of _____, 2022.

6

7 SIGNED this _____ day of _____, 2022.

8

9

10

Mayor

11

12

13

City Recorder

Rates charged for wastewater collection and processing are based on service area and customer classification. A base charge is assessed per wastewater connection, and a volume rate is applied per hundred cubic feet (ccf) of average water consumption. The wastewater volume for each account where wastewater is not separately measured is established annually and shall be calculated on the average measurable water consumption using two or more meter readings on or after November 1. Commercial customers using an average of more than 10,000 cubic feet of water per month may install, at the customer's expense, a separate meter to measure water used in a production process or for irrigation which does not flow through to the wastewater collection system. Rates listed will appear on bills dated on or after February 1 of each year identified below and shall be applied to all accounts on a monthly basis. The City of Salem charges a five percent franchise fee on services to customers in Salem city limits.

Wastewater Service Charges

| | | |
|------------------|----------|----------|
| Effective Dates: | 1/1/2023 | 1/1/2024 |
|------------------|----------|----------|

Turner Service Area (Wholesale)

| | | | | |
|-----------------------|----|------|----|------|
| Billing (per invoice) | \$ | 2.33 | \$ | 2.45 |
| Volume (per ccf) | | 3.93 | | 4.09 |

Keizer Service Area (Retail by Customer Class)

Single Family Residential

| | | | | |
|---|-----|---------|--|---------|
| Base charge (per account) | | 15.19 | | 16.26 |
| Volume rate (per ccf) | | 3.98 | | 4.14 |
| Without measurable water consumption (wastewater volume at 5 ccf) | | 35.09 | | 36.96 |
| New (without history; wastewater volume at 6 ccf) | | 39.07 | | 41.10 |
| Vacant (wastewater volume at 0.5 ccf) | | 17.18 | | 18.33 |
| Utility Rate Relief Program Base Charge (per account) | (1) | (11.23) | | (12.00) |

Multifamily

| | | | | |
|---|-----|-------|--|-------|
| Base charge - Duplex (per account) | | 16.71 | | 17.89 |
| Base charge - Triplex (per account) | | 18.23 | | 19.51 |
| Base charge - Fourplex (per account) | | 19.75 | | 21.14 |
| Base charge - Fiveplex (per account) | | 21.27 | | 22.76 |
| Add the following to base charge for each unit over five | | 1.52 | | 1.63 |
| Volume rate (per ccf) | | 3.98 | | 4.14 |
| New or without measurable water consumption (Base charge by units plus wastewater volume at 5 ccf per unit) | (2) | | | |

Commercial/Public

| | | | | |
|--|--|-------|--|-------|
| Base charge (per account) | | 23.97 | | 25.71 |
| Volume rate (per ccf) | | 5.60 | | 5.85 |
| New or without measurable water consumption (Base charge plus volume (ccf) equal to like business) | | | | |

(1) The Utility Rate Relief Program provides a discount for qualifying elderly or disabled customers that have a gross household income equal to or less than 60 percent of State Median Income. The discount represents 60 percent of the wastewater base rate on each utility bill. The program is limited to single-family residential utility accounts, and one discount per household may be approved. To qualify, customers must complete the application process. Once approved for the program the discount will begin on the next utility bill.

(2) Wastewater volumes for new accounts without history are set as indicated and may be adjusted upon the customer's request, based on actual usage after a minimum of two full billing cycles.



CITY COUNCIL MEETING: SEPTEMBER 19, 2022

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

THRU: E. Shannon Johnson, City Attorney

SUBJECT: **CLIMATE FRIENDLY AND EQUITABLE COMMUNITIES RULES**

PROPOSED MOTION:

"I move that the City Council adopt Resolution R2022-____ Authorizing the City Manager to Sign the Intergovernmental Agreement – Joint Litigation of Climate Friendly and Equitable Communities Rules."

I. SUMMARY:

At the meeting on August 1, 2022, Council directed our office to move forward to join other cities to appeal the Climate Friendly and Equitable Communities (CFEC) Rules adopted by the Land Conservation and Development Commission (LCDC). Currently the cities joining the appeal are City of Springfield, City of Medford, City of Happy Valley, City of Cornelius, City of Hillsboro, City of Troutdale, City of Tualatin, and City of Grants Pass. More cities or counties could join the appeal later.

II. BACKGROUND:

- A. LCDC adopted amendments to its administrative rules on July 21, 2022. These amendments are commonly referred to as Climate Friendly and Equitable Communities Rules ("Rules").

Though the goal and concept of the Rules are appropriate and landable, large portions of the Rules have unintended effects and are overly burdensome on the local government.

III. **CURRENT SITUATION:**

- A. The Rules currently are in effect, but with different implementation dates. For example, the parking requirements go into effect January 1, 2023. This portion of the Rules will require the City to either eliminate any minimum parking requirements for a large portion of the City OR to adopt “parking reform” to remove minimum parking for certain uses and impose new parking management plans. This alternative has so many requirements that it is likely that we would simply eliminate the parking requirements.
- B. The Rules will also require the City to submit annual reports to the Department of Land Conservation and Development (DLCDC) demonstrating compliance with greenhouse gas performance measures.
- C. Most troubling is that the Rules allow LCDC to “unacknowledge” an already acknowledged Transportation System Plan (TSP) if annual reports are not submitted under the rules, without any statutory basis for that extreme enforcement mechanism. “Unacknowledging” the TSP would have far-reaching consequences for City capital projects and private development proposals, until the City could adopt a new Transportation System Plan (which may take years). Most importantly, City would risk losing federal and state transportation funding for projects that are in the TSP.
- D. The largest objection to the Rules is the nature of how they were adopted. Unlike the recent middle housing amendments which were directed by the Oregon Legislature under HB 2001 and SB 458, the Rules were initiated by way of an executive order from the Governor to the state agencies. Though state agencies have authority to adopt rules without specific legislative authority, the breadth and detail of the Rules are such that legislative direction should be required.
- E. The Oregon Land Use System was introduced in 1973 in Senate Bill 100. The system provides for statewide goals and guidelines, with local control and responsibility. ORS 192.040 requires that LCDC adopt administrative rules that consider variations in the state, assess alternative actions to achieve the objectives and cooperate with local jurisdictions. LCDC has failed to do this and over local government objections, refused to delay imposing the Rules to allow further dialogue.

IV. **ANALYSIS:**

- A. **Strategic Impact** – None

- B. **Financial** – The costs of the appeal are difficult to estimate. However, the IGA provides that the costs are shared based on the proportional size of the cities' budgets. Since Keizer's budget is so small in relation to the other cities, the share for Keizer is estimated to be 3.3%.
- C. **Timing** – An appeal must be filed soon to be able to avoid or mitigate the serious effects of the Rules.
- D. **Policy/legal** – The Rules will impact the City in a variety of ways and impose requirements that cannot be avoided. Forcing a withdrawal or substantial change in the Rules would allow cities to address the goals in targeted and individualized ways that fit each community.

ALTERNATIVES:

- A. The recommended alternative is to join the appeal.
- B. The Council could choose to not join the appeal. The result of that choice is unclear, but would result in any Keizer-specific impacts not being used for arguments in the appeal.

RECOMMENDATION:

Staff recommends that the Council adopt the resolution authorizing the city manager to sign the joint litigation of climate friendly and equitable communities rules agreement.

ATTACHMENTS:

- Resolution R2022-_____
- Intergovernmental Agreement Joint Litigation of Climate Friendly & Equitable Communities Rule

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2022-_____

AUTHORIZING CITY MANAGER TO SIGN THE INTERGOVERNMENTAL AGREEMENT – JOINT LITIGATION OF CLIMATE FRIENDLY AND EQUITABLE COMMUNITIES RULES

WHEREAS, ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have authority to perform;

WHEREAS, on July 21, 2022 the Land Conservation and Development Commission adopted amendments to the Oregon Administrative Rules Chapter 660, divisions 8, 12 and 44, commonly referred to as the Climate Friendly and Equitable Communities Rules (“Rules”), which impose mandates upon each of the parties, although the extent of those mandates and applicability of specific provisions in the Rules may vary among the parties;

WHEREAS, the City Council directed staff to move forward to join other cities to appeal the Rules on August 1, 2022;

WHEREAS, the City Council believes that it is in their best interests to hire special legal counsel to jointly represent the parties in the Litigation by confidentially share documents, factual information, mental impressions, legal analysis, and other information that may be subject to attorney-client privilege, work product doctrine, or other privilege or rule of confidentiality;

1 WHEREAS, to maintain confidentiality and outline responsibilities of the parties,
2 the City Council desires to enter into the attached Intergovernmental Agreement;

3 NOW, THEREFORE,

4 BE IT RESOLVED by the City Council of the City of Keizer that the City
5 Manager is authorized to sign the attached Intergovernmental Agreement – Joint
6 Litigation of Climate Friendly & Equitable Communities Rules;

7 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
8 the City Attorney with consultation of the City Manager is authorized to pursue such
9 litigation as may be appropriate and enter into a joint retention agreement with
10 outside legal counsel;

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

13 PASSED this _____ day of _____, 2022.

14
15 SIGNED this _____ day of _____, 2022.

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Mayor

City Recorder

**INTERGOVERNMENTAL AGREEMENT
JOINT LITIGATION OF
CLIMATE FRIENDLY & EQUITABLE COMMUNITIES RULES**

This agreement is made by and between the following local governmental units in Oregon: City of Springfield, City of Medford, City of Keizer, City of Happy Valley, City of Cornelius, City of Hillsboro, City of Troutdale, City of Tualatin, City of Grants Pass and any other city or county within the state of Oregon that executes this Agreement after its effective date ("Parties").

EFFECTIVE DATE: September 8, 2022

RECITALS

A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have authority to perform. This agreement is not intended to form an intergovernmental entity under ORS 190.010(5).

B. On July 21, 2022 the Land Conservation and Development Commission adopted amendments to the Oregon Administrative Rules Chapter 660, divisions 8, 12 and 44, commonly referred to as the Climate Friendly and Equitable Communities Rules ("Rules"), which impose mandates upon each of the parties, although the extent of those mandates and applicability of specific provisions in the Rules may vary among the parties.

C. The Parties' governing bodies have approved hiring special legal counsel to petition the Oregon Court of Appeals for legal review of the Rules on behalf of the parties ("Litigation"). The Parties and their legal counsel believe that the Litigation presents legal and factual issues that are common to the Parties and that the Parties have a mutual joint interest in seeking joint legal review of the Rules.

D. The Parties and their legal counsel believe that it is in their best interests to hire special legal counsel to jointly represent the parties in the Litigation. The parties believe that it is in their best interest to confidentially share documents, factual information, mental impressions, legal analysis, and other information that may be subject to attorney-client privilege, work product doctrine, or other privilege or rule of confidentiality. When shared confidentially between Parties to this Agreement in furtherance of their joint interests, this information shall be defined as "Joint Litigation Information" under this Agreement.

E. The Parties acknowledge that they have previously engaged in confidential communications or have confidentially shared information in connection with the Litigation that constitutes Joint Litigation Information. The Parties intend that such information is Joint Litigation Information and will be protected under this Agreement.

F. The parties intend to maintain confidentiality of Joint Litigation Information and that sharing Joint Litigation Information does not waive any privilege, protection, or immunity that might otherwise apply to such Joint Litigation Information pursuant to the "common interest" doctrine in ORS 40.225(2)(c)).

G. The Parties intend to enter into a representation agreement with the law firm Northwest Resource Law to act as special counsel to the parties in the Litigation ("Special Counsel"). The City of Springfield will coordinate payments to the Special Counsel. The parties intend to reimburse the City of Springfield for costs arising out of the Litigation according to the proportional size of each party's general operating expenses for the last two fiscal years, as represented in Exhibit A.

H. The Parties further intend to coordinate their public communications strategy regarding the Litigation and intend to contract with a communications consultant Anna Richter Taylor of ART Public Affairs for that purpose ("Public Communications Consultant"). The costs associated with communications consultant will also be allocated to each Party based on the share assigned to each party in Exhibit A.

NOW, THEREFORE, in consideration of the foregoing recitals, which are expressly made a part of this Agreement, the parties agree as follows:

1. Joint Communications Strategy. Each party agrees to coordinate their communications with third parties through a Public Communications Consultant. Such third parties may include but are not limited to members of the news media or the Oregon legislature.

2. Joint Litigation. Each party agrees to be named as petitioner in petitioning for review of the Rules with the Oregon Court of Appeals. Each party agrees to use reasonable efforts to support the Litigation, consistent with this Agreement. Each party further agrees to maintain confidentiality of Joint Litigation Information and that sharing Joint Litigation Information does not waive any privilege, protection, or immunity that might otherwise apply to such Joint Litigation Information pursuant to the "common interest" doctrine in ORS 40.225(2)(c)).

3. Parties Responsibilities.

a. The City of Springfield will:

- i. Process and pay Special Counsel an initial retainer and any subsequent legal expenses and costs related to the Litigation on behalf of all parties;
- ii. Within 30 days of paying the initial retainer and any subsequent legal expenses and costs, invoice each other party for its portion of the legal expenses and costs based on the share assigned to each party in Exhibit A;
- iii. Process and pay a Public Communications Consultant on behalf of all parties, to provide the scope of services outlined in Exhibit B;
- iv. Within 30 days of paying an invoice from the Public Communications Consultant, invoice each other party of its portion of the cost for services based on the share assigned to each party in Exhibit A.

b. Other local government parties will:

- i. Pay City of Springfield within 30 days of its invoice for legal expenses and costs for the Litigation based on the share assigned to each party in Exhibit A; and

- ii. Pay City of Springfield within 30 days of its invoice for Public Communications Consultant services as described in Exhibit B based on the share assigned to each party in Exhibit A.
- c. All parties will:
- i. Designate a city attorney from each party who will meet together, as needed, as a joint legal advisory committee to advise Special Counsel on matters related to the Litigation;
 - ii. Designate one representative from each party who will meet together, as needed, as a joint communications advisory committee to advise the Public Communications Consultants on matters regarding public relations and legislative strategies; and
 - iii. Act consistently with the joint public relations and legislative strategies for any Party's individual public communications and communications with the legislature regarding the Rules or Litigation.
 - iv. The joint communications advisory committee and joint legal advisory committees will keep each other apprised of significant aspects of the legal and communications strategies related to the Litigation.
4. Term. This agreement is effective as of September 1, 2022 until conclusion of the Litigation, including but not limited to any subsequent appeals to the Oregon Supreme Court following a decision by the Oregon Court of Appeals.
5. Non-Disclosure of Confidential Information.
- a. A Party who receives Joint Litigation Information pursuant to this Agreement shall not disclose the Joint Litigation Information to anyone, without the written consent of the Party to this Agreement who was the source of the Joint Litigation Information. However, Joint Litigation Information may be freely exchanged between and among a Party's employees, agents, and elected officials; Party's counsel and employees of the law firm of that Party's counsel; a Party's lobbyist and employees of the lobbyist firm; Special Counsel and employees of the law firm of Special Counsel; and the Public Communications Consultant. This agreement does not obligate a Party to disclose or exchange Joint Litigation Information with any other Party.
 - b. If any person or entity requests Joint Litigation Information from a Party that was supplied by another Party, through discovery procedures, by subpoena, public records request, or in any other manner, then the Party receiving the request shall promptly notify the Party who supplied the Joint Defense Information of such request. The Party who receives the request shall assert, or permit other Parties to assert, all privileges, protections, records exemptions, and immunities with respect to the requested Joint Defense Information.
 - c. Nothing in this Agreement prevents a Party from disclosing information obtained independently from a source other than Joint Litigation Information, such as information obtained from a source other than a Party to this Agreement. Nothing

in this Agreement prevents a Party from disclosing information properly obtained through discovery even if the information had been designated as "Confidential" under this Agreement.

- d. The Parties or their counsel shall take reasonable precautions to ensure that anyone permitted access to Joint Litigation Information will abide by the terms of this Agreement prior to receiving such access and that such person is further advised that such information is privileged, confidential and subject to the terms of this Agreement.

6. No New Attorney-Client Relationships Created. The Parties acknowledge that actual or potential conflicts of interest may exist among them. The Parties do not intend for this Agreement to create an attorney-client relationship or fiduciary relationship between any Party and counsel for another Party, except for Special Counsel (subject to a separate representation agreement between the Parties and Special Counsel). The fact that counsel for a Party is subject to this Agreement shall not be used as a basis for seeking to disqualify such counsel from representing any Party or anyone else in this or any other proceeding. No counsel who is subject to this Agreement shall be disqualified from examining or cross-examining any person, including Parties to this Agreement, because of the terms of this Agreement or information received pursuant to this Agreement.

7. Withdrawal/Termination.

- a. Voluntary Withdrawal. A Party may voluntarily withdraw from this Agreement at any time and for any reason, upon 60 days' notice in writing to the other parties.
- b. Mandatory Withdrawal. A Party and that Party's counsel shall promptly withdraw from this Agreement upon their determination that there no longer exists a common interest between the withdrawing party and the other Parties to this Agreement. Upon such determination, the Party and counsel subject to mandatory withdrawal shall no longer solicit, participate in, review or otherwise gather or use Joint Litigation Information, and shall promptly provide written notice of the Party's withdrawal to all other Parties to this Agreement.
- c. Agreement Continues in Effect. A Party who has withdrawn from this Agreement remains subject to the obligations described in this Agreement with respect to Joint Litigation previously exchanged or disclosed and for payment of legal or consultant expenses incurred prior to that party's withdrawal. The remaining parties will agree to confer on a written amendment to Exhibit A to reallocate expenses incurred after a party's withdrawal. A Party's withdrawal from this Agreement shall not constitute a waiver of any privilege, immunity, or protection from discovery with respect to Joint Litigation Information.
- d. Waiver of Potential Conflicts. All Parties agree that if any Party chooses to withdraw from this Agreement and/or from representation by Special Counsel, as a result of a potential conflict or otherwise, they will waive conflicts so as to permit Special Counsel to continue to represent the remaining Parties to this Agreement.
- e. Return or Destruction of Joint Litigation Information. A Party who has withdrawn from this Agreement shall promptly return to the other Parties all Joint Litigation Information, or promptly provide written confirmation that all Joint Litigation

Information has been destroyed, at the option of the other Parties. This paragraph is subject to and modified by the terms of any protective order entered by the court and any applicable requirements of the Oregon Public Records Law.

8. Modifications/Additional Parties. Any modifications to this Agreement must be mutually agreed upon in writing and signed by all parties. Additional local government parties may be added to this Agreement by written amendment to the proportional cost shares in Exhibit A.
9. Administration. Each party designates the person listed on the signature page as its representative for purposes of administering this Agreement. Either party may change its designated representative by giving written notice to the other parties.
10. Assignment. No party shall assign this Agreement, in whole or in part, or any right or obligation hereunder, without the written approval of all other parties.
11. Compliance with Laws and Regulations. Every party shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times, including but not limited to applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.
12. Notices. Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the representative designated in Paragraph 4. Either party may change its address by notice given to the other in accordance with this paragraph.
13. Integration. This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement shall supersede all prior communications, representations, agreements, either oral or written, between the parties.
14. Waiver. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by either party of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.
15. Interpretation. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.
16. Indemnification. To the extent legally possible and subject to the limits of the Oregon Tort Claims Act, each of the parties must indemnify and hold the other parties, their officers, agents, and employees, harmless from and against any and all claims, actions, liabilities, costs, including attorney fees and other costs of defense, arising out of or in any way related to any act or failure to act by the indemnifying party's officers, agents, and employees.
17. Status. In providing the services specified in this Agreement (and any associated services) the parties are public bodies and maintain their public body status as specified in ORS 30.260. The parties understand and acknowledge that each party retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.300) and any and all other statutory rights granted as a result of their status as local public bodies.

18. Construction of Agreement. This Agreement shall not be construed more favorably to any party due to the preparation of this Agreement or a portion of the agreement by that party. The headings and subheadings in this Agreement are for convenience, do not form a part of this Agreement, and shall not be used in construing this Agreement.

19. Multiple Counterparts. This Agreement any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.

[SIGNATURES ATTACHED SEPARATELY]

EXHIBIT A
Cost Sharing

The City of Springfield serves as billing agent for the Special Counsel and for Public Communications Consultant Services among the Parties.

The City of Springfield will invoice each party for services based on the Cost Shares column below. Each Party's cost share is based upon the total budgeted operating expenses for the jurisdiction's last two fiscal years, less any funds in the budget that are pass-through funds not reflective of actual operating expenses, and less any funds deriving from the American Rescue Plan Act of 2021. In consideration for the City of Springfield serving as billing agent, Springfield's costs are offset by 5%. The "Population" and "Initial Retainer" columns are provided for reference only; the Initial Retainer is based upon an initial retainer of \$40,000 paid to Special Counsel by City of Springfield.

| CITY | POPULATION (2020) | LAST TWO YEARS OPERATING BUDGET | COST SHARE | INITIAL RETAINER |
|--------------|------------------------------|--|-----------------------|-----------------------------|
| SPRINGFIELD | 62,729 | \$187,694,348 | 16.0% | \$6,406 |
| KEIZER | 39,408 | \$36,482,508 | 3.3% | \$1,323 |
| MEDFORD | 82,098 | \$198,266,539 | 18.0% | \$7,187 |
| HAPPY VALLEY | 22,049 | \$35,543,960 | 3.2% | \$1,289 |
| CORNELIUS | 12,767 | \$25,428,458 | 2.3% | \$922 |
| HILLSBORO | 108,026 | \$382,155,343 | 34.6% | \$13,852 |
| TROUTDALE | 16,433 | \$26,338,567 | 2.4% | \$955 |
| TUALATIN | 27,601 | \$72,767,900 | 6.6% | \$2,638 |
| GRANTS PASS | 37,938 | \$148,761,656 | 13.5% | \$5,393 |

EXHIBIT B
Scope of Public Communications Services

On behalf of all Parties, the City of Springfield will contract with Anna Richter Taylor of ART Public Affairs to provide the following services related to the Parties' appeal of the Rules:

- Lead the public affairs strategy and plan development with city representatives and legal counsel. The plan will include goals, strategy, tactics, audiences, roles/responsibilities, and a timeline aligned with legal goals and timelines.
- Create communications collateral in coordination with joint communications advisory committee and legal counsel for use with city officials, state officials, media, and other stakeholders.
- Manage weekly meetings of the joint communications advisory committee and, when appropriate, support coordination between joint communications advisory committee and joint legal advisory committee, before the lawsuit is filed and throughout the legal process.
- Support proactive media relations engagement as part of the overall strategy and crisis communications response.
- As necessary, support legislative strategy leading up to and during the session.

CITY OF KEIZER

Adam J. Brown, City Manager
PO Box 21000
Keizer, OR 97307
503-856-3414
BrownA@keizer.org

Executed By:

By _____

Title City Manager

Date _____



CITY COUNCIL MEETING: SEPTEMBER 19, 2022

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: Machell DePina, Human Resources Director

SUBJECT: **WAGE INCREASE AND ACCRUED LEAVE CASH OUT OPTION**

PROPOSED MOTION:

If no Councilors object, Council may adopt all three Resolutions in one motion:

"I move that the City Council adopt the three Resolutions attached to the staff report authorizing wage increase and accrual leave buy-out."

I. SUMMARY:

Given the unanticipated changes in national and worldwide economic conditions resulting from recovery from a global pandemic and other international current events, including a shortage of consumer goods and supplies leading to excessive increases in costs of living, the City proposes mid-year economic provisions to help our employees address the additional hardships impacting our employees at this time. Such action also supports the City's continued ability to be competitive with comparable entities for the existing staff and recruitment of future staff.

II. BACKGROUND:

- A. The City and Keizer Police Association (KPA) are parties to a collective bargaining agreement (CBA) that expires on June 30, 2023. The parties reached mutual agreement for the existing CBA in April 2021.
- B. The City and Laborer's International Union of North American (LIUNA), Local 737 are parties to a collective bargaining agreement (CBA) that expires on June 30, 2024. The parties reached mutual agreement for the existing CBA in August 2021.

- C. The CBAs with both unions provide for total compensation and wage increases based on the economic conditions present and anticipated at the time they were signed.

III. **CURRENT SITUATION:**

- A. The KPA contacted the City on July 21, 2022 requesting allocation of American Rescue Plan Act (ARPA) funds for a one-time bonus to assist in the retention of qualified police officers. The request included reference to soaring costs and the actions taken by other organizations, including wage increases, to address these issues.
- B. The City confirmed there is no evidence of a retention issue at the present time for police officers and also researched the wage increases being provided by comparable municipalities. The result of that research lead to the recommendation to provide a mid-year wage increase for all City employees.
- C. Given a wage increase does not address the original request of a one-time provision of funds, the additional recommendation of allowing a cash out of accrued leave was added. This is deemed a reasonable response to the lack of ability for many employees to take leave a good portion of the last two years due to the pandemic and coverage needs. Staff recommends that both the wage increase and the leave buy-out also be granted to the non-represented employees.
- D. After receiving preliminary support from the City Council and presenting the proposal to each of our unions, we are pleased to report both unions have confirmed tentative agreement.
- E. The proposal includes a 1.5% pay increase effective October 10, 2022 and a one-time option to cash out up to 80 hours of accrued leave as long as a minimum balance of 40 hours is retained afterwards (sick leave cannot be cashed out). The cash out provision expires on June 30, 2023.

IV. **ANALYSIS:**

- A. **Strategic Impact** – Does not Apply.
- B. **Financial** – The cost of the wage increase for the remainder of the 2022-23 fiscal year is \$132,000. For the accrued leave cash out option, the maximum exposure, should every employee cash out 80 hours, is \$395,000. However, not all employees will choose to do so and some employees will not have enough hours to be eligible (primarily new employees). The cost of the wage increase will be

funded with working capital in excess of what was originally anticipated carried over from Fiscal Year 2021-22. The cash out of accrued leave will be funded with ARPA grant funds. The wage increase will use existing funds.

- C. **Timing** – Approval at this time would help ease the impact on employees and support the City in not falling as far behind with respect to compensation in comparison to other municipalities.
- D. **Policy/legal** – Council approval is required for this request given the current CBA's were approved by the Council and any substantive changes to wages and benefits are also required to be approved. Council approval is also required for the expenditure of additional funds beyond what was approved in the City's budget. Given all employees will be receiving the same benefits, there are no additional legal concerns with respect to the Equal Pay Act.

ALTERNATIVES:

- A. The City could provide a wage increase of a different amount or change the effective date. As part of the research to come to the current proposal, alternative amounts and effective dates were discussed in some length. It is the City's recommendation the current proposal be accepted without changes.
- B. Take No Action –The City is not required to take any action at this time. It is anticipated that no action, however, will be costly in other ways including falling further behind in compensation with our comparable entities and likely impact on employee morale.

RECOMMENDATION:

Staff recommends that the City Council adopt the three resolutions attached providing a wage increase and accrued leave cash out option for KPA members, LIUNA members and non-represented employees.

ATTACHMENTS:

- Resolution R2022-____ Authorizing the City Manager and Chief of Police to Sign Memorandum of Understanding No. 6 Relating to 2021-2023 Collective Bargaining Agreement
(2021-23 Collective Bargaining Agreement Memorandum of Understanding No. 6 – KPA)
- Resolution R2022-____ Authorizing the City Manager and Public Works Director to Sign Memorandum of Understanding No. 2 Relating to 2021-2024 Collective Bargaining Agreement
(2021-2024 Collective Bargaining Agreement Memorandum of Understanding No. 2 – LIUNA)

- Resolution R2022-____ Approving a Wage Increase and Accrued Leave Cash Out Option for Non-Represented Employees

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2022-_____

AUTHORIZING THE CITY MANAGER AND CHIEF OF POLICE TO SIGN MEMORANDUM OF UNDERSTANDING NO. 6 RELATING TO 2021-2023 COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the City Council authorized the City Manager and Chief of Police to enter into a Collective Bargaining Agreement with the Keizer Police Association by Resolution R2021-3169;

WHEREAS, such Collective Bargaining Agreement is effective from July 1, 2021 through June 30, 2023;

WHEREAS, from time-to-time amendments need to be made to such Agreement to modify provisions and change job classifications as authorized by the Council;

WHEREAS, such amendments are made with the use of Memorandum of Understanding;

WHEREAS, the Council authorized the City Manager and Chief of Police to sign Memorandum of Understanding relating to the 2021-2023 Collective Bargaining Agreement without further authorization by the City Council except for amendments relating to provisions that relate to wages, benefits, budgetary matters, or job classification additions, except in situations where the job classifications have already been formally approved by the Council;

25

1 WHEREAS, the City Manager and Chief of Police have executed Memorandum
2 of Understanding No. 1 through No. 5 to amend some of the provisions of the Collective
3 Bargaining Agreement;

4 WHEREAS, Memorandum of Understanding No. 6 must be authorized by the
5 City Council since it relates to wages;

6 NOW, THEREFORE,

7 BE IT RESOLVED by the City Council of the City of Keizer that the City
8 Manager and Chief of Police are authorized to sign Memorandum of Understanding No.
9 6, a copy of which is attached hereto.

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

12 PASSED this _____ day of _____, 2022.

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14 SIGNED this _____ day of _____, 2022.

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Mayor

City Recorder

2021-2023 Collective Bargaining Agreement Memorandum of Understanding No. 6

Whereas, this agreement is a Memorandum of Understanding (MOU) between the City of Keizer (City) and the Keizer Police Association (KPA). The City and KPA are parties to a collective bargaining agreement (CBA) that expires on June 30, 2023. The parties reached mutual agreement for the existing CBA in April 2021. The CBA provides for total compensation and wage increases based on the economic conditions present and anticipated at that time.

Whereas, based upon unanticipated changes in national and worldwide economic conditions resulting from recovery from a global pandemic and other international current events, including of a shortage of consumer goods and supplies leading to excessive increases in costs of living, the City seeks to provide the following enhanced economic benefits listed below.

Therefore, the parties agree as follows:

1. Effective in the pay period including October 10, 2022, wages for all classifications within the bargaining unit will be increased by one-and-one-half percent (1.5%). Application of the wage increase will be consistent with past practice.
2. From the period of execution of this agreement to June 30, 2023, employees may exercise a one-time option to receive compensation (*cash out*) for up to 80 hours total leave which may consist of accrued vacation, personal leave, floating holiday leave, shift leave, on-call detective leave and/or training adjust leave hours so long as the employee retains a minimum balance of 40 hours total accrued leave (not counting sick leave) afterwards.
3. These economic provisions only apply to current employees with no retroactive benefits.
4. This agreement is not precedent setting and is based solely on the resulting conditions of a rare and unprecedented global pandemic.
5. This agreement is valid upon execution by the respective parties subject to ratification by constituents.
6. This agreement expires on June 30, 2023, without further bargaining obligation.

CITY OF KEIZER, OREGON

KEIZER POLICE ASSOCIATION

Adam J. Brown Date
City Manager

Andrew McCowan Date
President

John Teague Date
Chief of Police

Carrie Anderson Date
Vice President

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2022-_____

AUTHORIZING THE CITY MANAGER AND PUBLIC WORKS DIRECTOR TO SIGN MEMORANDUM OF UNDERSTANDING NO. 2 RELATING TO 2021-2024 COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the City Council authorized the City Manager and Public Works Director to enter into a Collective Bargaining Agreement with the Laborers International Union of North America, Oregon Southern Idaho District Council Local 737 by Resolution R2021-3202;

WHEREAS, such Collective Bargaining Agreement is effective from July 1, 2021 through June 30, 2024;

WHEREAS, from time-to-time amendments need to be made to such Agreement to modify provisions and change job classifications as authorized by the Council;

WHEREAS, such amendments are made with the use of Memorandum of Understanding;

WHEREAS, the Council authorized the City Manager and Public Works Director to sign Memorandum of Understanding relating to the 2021-2024 Collective Bargaining Agreement without further authorization by the City Council except for amendments relating to provisions that relate to wages, benefits, budgetary matters, or

1 job classification additions, except in situations where the job classifications have
2 already been formally approved by the Council;

3 WHEREAS, the City Manager and Public Works Director have executed
4 Memorandum of Understanding No. 1 to amend some of the provisions of the
5 Collective Bargaining Agreement;

6 WHEREAS, Memorandum of Understanding No. 2 must be authorized by the
7 City Council since it relates to wages;

8 NOW, THEREFORE,

9 BE IT RESOLVED by the City Council of the City of Keizer that the City
10 Manager and Public Works Director are authorized to sign Memorandum of
11 Understanding No. 2, a copy of which is attached hereto.

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

14 PASSED this _____ day of _____, 2022.

15

16 SIGNED this _____ day of _____, 2022.

17

18

19

Mayor

20

21

City Recorder

22

**2021-2024 Collective Bargaining Agreement
Memorandum of Understanding No. 2**

Whereas, this agreement is a Memorandum of Understanding (MOU) between the City of Keizer (City) and the Laborers International Union of North America (LIUNA), Local 737. The City and LIUNA, Local 737 are parties to a collective bargaining agreement (CBA) that expires on June 30, 2024. The parties reached mutual agreement for the existing CBA in August 2021. The CBA provides for total compensation and wage increases based on the economic conditions present and anticipated at that time.

Whereas, based upon unanticipated changes in national and worldwide economic conditions resulting from recovery from a global pandemic and other international current events, including a shortage of consumer goods and supplies leading to excessive increases in costs of living, the City seeks to provide the following enhanced economic benefits listed below.

Therefore, the parties agree as follows:

1. Effective in the pay period including October 10, 2022, wages for all classifications within the bargaining unit will be increased by one-and-one-half percent (1.5%). Application of the wage increase will be consistent with past practice.
2. From the period of execution of this agreement to June 30, 2023, employees may exercise a one-time option to receive compensation (*cash out*) for up to 80 hours total leave which may consist of accrued vacation, accrued comp time and/or accrued personal leave, so long as the employee retains a minimum balance of 40 hours total accrued leave (not counting sick leave) afterwards.
3. These economic provisions only apply to current employees with no retroactive benefits.
4. This agreement is not precedent setting and is based solely on the resulting conditions of a rare and unprecedented global pandemic.
5. This agreement is valid upon execution by the respective parties subject to ratification by constituents.
6. This agreement expires on June 30, 2023, without further bargaining obligation.

CITY OF KEIZER, OREGON

**LABORERS INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL 737**

_____ Date _____
Bill Lawyer
Public Works Director

_____ Date _____
Brandon Buchheit
Shop Steward, Local 737

_____ Date _____
Adam J. Brown
City Manager

_____ Date _____
Sal Cortez
Business Representative, Local 737

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2022-_____

4
5 APPROVING A WAGE INCREASE AND ACCRUED LEAVE
6 CASH OUT OPTION FOR NON-REPRESENTED EMPLOYEES

7
8 WHEREAS, the City Council provided for a cost-of-living increase in the 2022-
9 2023 budge equal to one and one-half percent for non-represented employees;

10 WHEREAS, unanticipated changes in national and worldwide economic
11 conditions resulting from recovery from a global pandemic and other international
12 current events, including of a shortage of consumer goods and supplies leading to
13 excessive increases in costs of living, the City is seeking to provide the following
14 enhanced economic benefits as described herein;

15 WHEREAS, the City Council, by separate Resolutions, are providing the same
16 enhanced economic benefits to the represented employees;

17 NOW, THEREFORE,

18 BE IT RESOLVED by the City Council of the City of Keizer as follows:

- 19 1. Effective in the pay period including October 10, 2022, wages for all non-
20 represented employees will be increased by one and one-half percent
21 (1.5%). Application of the wage increase will be consistent with past
22 practice.
- 23 2. Until June 30, 2023, non-represented employees may exercise a one-time
24 option to receive compensation (cash out) for up to 80 hours total leave

1 which may consist of accrued vacation, accrued comp time and/or accrued
2 personal leave, so long as the employee retains a minimum balance of 40
3 hours total accrued leave (not counting sick leave) afterwards.

4 3. These economic provisions only apply to current employees with no
5 retroactive benefits.

6 4. This is not precedent setting and is based solely on the resulting
7 conditions of a rare and unprecedented global pandemic.

8 BE IT FURTHER RESOLVED that this Resolution sunsets on June 30, 2023.

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

11 PASSED this _____ day of _____, 2022.

12

13 SIGNED this _____ day of _____, 2022.

14

15

16

Mayor

17

18

19

City Recorder



CITY COUNCIL MEETING: Monday September 19, 2022

To: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: Adam J. Brown, City Manager

FROM: Bill Lawyer, Public Works Director

SUBJECT: EQUIPMENT SURPLUS

PROPOSED MOTION:

"I move the City Council adopt Resolution R2022 - ___ Authorizing Disposition of Surplus Property (2008 VacCon Combination Truck)."

I. SUMMARY:

The Public Works Department recently took delivery of a new combination truck to replace the 2008 VacCon truck. Through the bidding process for the new truck staff identified that the City would receive more for the truck through an auction process than trading it in on the purchase of the new truck.

II. BACKGROUND:

A. Staff researched options for selling/trading in the 2008 VacCon combination truck and due to the relatively low hours on the machine and the regular maintenance of it staff determined it would be in the best interest of the city to use an auction process to surplus the truck rather than trade it on the purchase of the new truck. It is unsure at this time how much more the city will receive, but staff believes it will be a reasonable amount.

III. CURRENT SITUATION:

A. The purchase of the new truck is complete and it has been placed into service.

B. The 2008 truck is no longer needed.

IV. ANALYSIS:

A. **Strategic Impact** – There is no definitive Strategic Impact with this action.

- B. **Financial** – The financial impact of this request will result in additional funds in an estimated amount of \$50,000 to \$70,000 to the City.
- C. **Timing** – Approval at this request will allow the truck to be placed for auction.
- D. **Policy/legal** – This is what is required to meet the legal requirements and the policy of the City of Keizer.

RECOMMENDATION:

Staff recommends that the City Council adopt the Resolution declaring the 2008 VacCon combination truck surplus property and authoring staff to place the truck up for auction through Richie Brothers or another public auction process.

ATTACHMENTS:

- Resolution R2022-_____

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2022-_____

AUTHORIZING DISPOSITION OF SURPLUS PROPERTY
(2008 VACCON COMBINATION TRUCK)

WHEREAS, Ordinance No. 2008-579 allows for surplus property to be disposed of;

WHEREAS, the Keizer Public Works Department’s 2008 VacCon Combination Truck with an estimated value of \$50,000 to \$70,000 has been identified as being of no further use for public purposes;

WHEREAS, the above referenced Ordinance allows the disposal of City-owned surplus property by several methods, including any method that in the City’s discretion is in the best interests of the City;

WHEREAS, staff has recommended the disposal of the 2008 VacCon Combination Truck as surplus property because it is no longer useful or needed;

WHEREAS, the City Manager approves of the disposal of the 2008 VacCon Combination Truck as surplus property;

NOW, THEREFORE,

BE IT RESOLVED that the City Council of the City of Keizer declares the 2008 VacCon Combination Truck to be surplus property.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the 2008 VacCon Combination Truck be disposed of by auctioning as allowed under the procedures set forth in Ordinance No. 2008-579.

BE IT FURTHER RESOLVED that the City Manager is authorized to take any and all necessary acts to effectuate the disposal of the surplus property.

1 BE IT FURTHER RESOLVED that the proceeds of the surplus property shall be
2 applied to the stormwater fund revenue.

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

5 PASSED this _____ day of _____, 2022.

6
7 SIGNED this _____ day of _____, 2022.

8
9

10 _____
11 Mayor

12 _____
13 City Recorder
14



CITY COUNCIL MEETING: SEPTEMBER 19, 2022

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: Tim Wood, Assistant City Manager/Finance Director

SUBJECT: **INDIGENOUS PEOPLE'S DAY**

PROPOSED MOTION:

"I move the City Council adopt Resolution R2022-_____ Amending Resolution R2021-3215 (Recognizing National Observances and Commemorative/Heritage Months) to add Indigenous Peoples' Day.

I. SUMMARY:

The Community Diversity and Engagement Committee (CDEC) met on Thursday September 1, 2022 and made a motion to advise the City Council to add Indigenous Peoples' Day to the list of recognized National Observances and Commemorative/Heritage Months.

II. BACKGROUND:

- A. On September 7, 2021 the City Council adopted Resolution R2021-3215 Recognizing National Observances and Commemorative/Heritage Months. The resolution currently identifies 12 National Observances and Commemorative/Heritage Months that the City will formally recognize.
- B. Recognition of National Observances and Commemorative/Heritage Months may include the following types of activities among others in the discretion of the City Manager:
 - i. Acknowledgement on the City's readers board,
 - ii. Acknowledgement on the City's website/social media with links to additional educational materials, and
 - iii. Displaying education materials.

Indigenous People Day

September 19, 2022

- C. Appendix “A” of Resolution R2021-3225 – Establishing Community Diversity Engagement Committee identifies that the CDEC is tasked with “Recommending additions or subtractions of national observances/commemorative/heritage months.”

III. CURRENT SITUATION:

- A. The Community Diversity and Engagement Committee met on Thursday September 1, 2022 and made a motion to advise the City Council to add Indigenous Peoples’ Day to the list of recognized National Observances and Commemorative/Heritage Months.
- B. Indigenous Peoples’ Day is celebrated annually on the second Monday in October. The next opportunity to celebrate is October 10, 2022.
- C. Indigenous Peoples’ Day is a holiday in the United States that celebrates and honors Native American peoples and commemorates their histories and cultures.
- D. On October 8, 2021, U.S. President Joe Biden became the first U.S. President to formally recognize the holiday by signing a presidential proclamation declaring October 11, 2021, to be a national holiday.

IV. ANALYSIS:

- A. **Strategic Impact** – This action supports the City’s Statement of Values-Justice, Equity, Diversity and Inclusion Statement dated December 7, 2020.
- B. **Financial** – There is no financial impact for adopting this resolution.
- C. **Timing** – The next opportunity to recognize Indigenous Peoples’ Day is October 10, 2022.
- D. **Policy/legal** – City Council action is required to add Indigenous Peoples’ Day to the list of formally recognized National Observance and Commemorative/Heritage Months.

ALTERNATIVES:

- A. Amend the resolution to add Indigenous People’s Day to the list of National Observances and Commemorative/Heritage Months adopted by the City Council.
- B. Take No Action – Indigenous Peoples’ Day will not be added to the list of National Observances and Commemorative Heritage Months formally recognized by the City.

Indigenous People Day

September 19, 2022

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution R2022-___ Amending Resolution R2021-3215 Recognizing National Observances and Commemorative/Heritage Months to include Indigenous Peoples' Day.

ATTACHMENTS:

- Resolution R2021-3215 Recognizing Observances and Commemorative/Heritage Months
- Resolution R2022-_____ Amending Resolution R2021-3215 Recognizing National Observances and Commemorative/Heritage Months.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2021- 3215

4
5 RECOGNIZING NATIONAL OBSERVANCES AND
6 COMMEMORATIVE/HERITAGE MONTHS

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 was formed by the city
11 Council in April 2021 as part of the Goals and Work Plan;

12 WHEREAS, the Community Diversity Engagement Group made a motion to
13 recognize national observances and commemorative/heritage months to the Council at
14 its July 21, 2021 meeting;

15 WHEREAS, the Council has considered the recommendation and wishes to
16 recognize the national observances and commemorative/heritage months outlined below;

17 NOW, THEREFORE,

18 BE IT RESOLVED by the City Council of the City of Keizer that the following
19 national observances and commemorative/heritage months are hereby recognized by the
20 City of Keizer:

- 21
- 22 • **African American History Month (February)**
23 National African American History Month in February celebrates the contributions that
24 African Americans have made to American history in their struggles for freedom and
25 equality and deepens our understanding of our Nation's history.
 - 26 • **Women's History Month (March)**
27 Women's History Month honors and celebrates the struggles and achievements of
28 American women throughout the history of the United States.
- 29

- 1 • **Irish-American Heritage Month (March)**
 2 Irish-American Heritage Month is a month to celebrate the contributions which Irish-
 3 Americans have made to the United States.
 4
- 5 • **Law Day (May 1)**
 6 Law Day is a national day to celebrate the rule of law and its contributions to the
 7 freedoms Americans enjoy.
 8
- 9 • **Asian Pacific Heritage Month (May)**
 10 Asian/Pacific American Heritage Month is a month to celebrate the contributions
 11 Asian/Pacific Americans have made to American history, society and culture.
 12
- 13 • **Jewish American Heritage Month (May)**
 14 Jewish American Heritage Month is a month to celebrate the contributions Jewish
 15 Americans have made to America since they first arrived in New Amsterdam in 1654.
 16
- 17 • **Lesbian, Gay, Bisexual, Transgender and Queer Pride Month (June)**
 18 Lesbian, Gay, Bisexual, Transgender and Queer Pride Month commemorates the events
 19 of June 1969 and works to achieve equal justice and equal opportunity for LGBTQ
 20 Americans.
 21
- 22 • **Constitution Day and Citizenship Day (September 17)**
 23 Constitution Day and Citizenship Day is observed each year on September 17 to
 24 commemorate the signing of the Constitution on September 17, 1787 and "recognize all
 25 who, by coming of age or by naturalization, have become citizens."
 26
- 27 • **National Hispanic Heritage Month (September 15 - October 15)**
 28 National Hispanic Heritage Month celebrates and recognizes the contributions Hispanic
 29 Americans have made to American society and culture and to honor five of our Central
 30 American neighbors who celebrate their Independence days in September.
 31
- 32 • **National Disability Employment Awareness Month (October)**
 33 National Disability Employment Awareness Month celebrates the accomplishments in the
 34 workplace of persons with disabilities and reaffirms the commitment to ensuring equal
 35 employment opportunities to all citizens.
 36
- 37 • **American Indian Heritage Month (November)**
 38 National American Indian Heritage Month celebrates and recognizes the
 39 accomplishments of the peoples who were the original inhabitants, explorers and
 40 settlers of the United States.
 41
- 42 • **Human Rights Day (December 10)**
 43 Human Rights Day is observed each year to commemorate the adoption of the Universal
 44 Declaration of Human Rights (UDHR) by the United Nations General Assembly on
 45 December 10, 1948.

46 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
 47 recognition may include the following types of activities among others in the discretion
 48 of the City Manager:

- 1 • Acknowledgement on the City's reader board,
 2 • Acknowledgement on the City's website/social media with links to additional
 3 educational materials,
 4 • Displaying educational materials.

5 BE IT FURTHER RESOLVED that one or more of the observances may be
 6 announced as a formal proclamation, at the Mayor's discretion.

7 BE IT FURTHER RESOLVED that any recommended changes to the above
 8 national observances and commemorative/heritage months shall be brought to the City
 9 Council by a Council-formed committee with one of its purposes being to research and
 10 make recommendations to the Council of national observances and
 11 commemorative/heritage months.

12 BE IT FURTHER RESOLVED that this action by the City Council is in the form
 13 of engaging the City's own speech activities and in no way creates any type of public
 14 forum or limited public forum.

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

17 PASSED this 7th day of September, 2021.
 18 SIGNED this 7th day of September, 2021.

19
 20
 21
 22
 23
 24

Cathy Clark
 Mayor
Ann Dor
 City Recorder

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2022-_____

4
5 AMENDING RESOLUTION R2021-3215 (RECOGNIZING
6 NATIONAL OBSERVANCES AND COMMEMORATIVE/
7 HERITAGE MONTHS) TO ADD INDIGENOUS PEOPLES' DAY

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

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

13 WHEREAS, the City Council adopted Resolution R2021-3215 (Recognizing
14 National Observances and Commemorative/Heritage Months) on September 7, 2021;

15 WHEREAS, the Community Diversity Engagement Group made a motion to
16 request the City Council to recognize Indigenous Peoples' Day;

17 WHEREAS, the Council has considered the recommendation and wishes to
18 recognize Indigenous Peoples' Day;

19 NOW, THEREFORE,

20 BE IT RESOLVED by the City Council of the City of Keizer that Resolution
21 R2021-3215 be amended to add the following to the list of national observances and
22 commemorative/heritage months:

- 23 • **Indigenous Peoples' Day (October)**
24 Indigenous Peoples' Day is celebrated on the second Monday of October to honor the
25 cultures and histories of the Native American people.
26
27

1 BE IT FURTHER RESOLVED that this action by the City Council is in the form
2 of engaging the City’s own speech activities and in no way creates any type of public
3 forum or limited public forum.

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

6 PASSED this _____ day of _____, 2022.

7 SIGNED this _____ day of _____, 2022.

8

9

10

Mayor

11

12

13

City Recorder



CITY COUNCIL MEETING: SEPTEMBER 19, 2022

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

THRU: John Teague, Chief of Police

FROM: Trevor Wenning, Police Support Division Commander

SUBJECT: **2022/23 PATROL VEHICLE PURCHASES**

PROPOSED MOTION:

"I move the City Council adopt Resolution R2022-___ Authorizing the City Manager to Purchase Three Dodge Durango Vehicles for Police Department."

I. SUMMARY:

Keizer Police Department patrol vehicles 1512, 1718 and, 1816 are due to be replaced. The Keizer Police Department budgeted for the replacement of those vehicles. Staff has determined that three Dodge Durango vehicles will meet the needs of the Police Department and they are available utilizing the State of Oregon purchasing contract number PA1651 with Withnell Motor Company. The cost of each vehicle is \$38,180.05 for a total of \$114,540.15.

II. BACKGROUND:

- A. Due to wear and tear on patrol vehicles, they are replaced every four years.
- B. Rare events over the last few years (KPD shooting, Covid19 and, supply chain issues) have prevented some purchases and have prolonged the use of some patrol vehicles.

III. CURRENT SITUATION:

- A. Vehicles 1512, 1718 and, 1816 are due or overdue to be replaced.

2022/23 Patrol Vehicle Purchase

September 19, 2022

- B. The police department needs to move forward with purchasing budgeted vehicles.

IV. ANALYSIS:

- A. **Strategic Impact** – N/A
- B. **Financial** – The vehicles were included in the 2022/23 budget year and were approved by the Keizer Budget Committee and Keizer City Council. The cost for each vehicle is \$38,180.05 for a total cost of \$114,540.15.
- C. **Timing** – N/A
- D. **Policy/legal** – Pursuant to the Local Contract Bidding Ordinance, Council must authorize the City Manager to purchase the vehicles.

ALTERNATIVES:

- A. Adopt the attached Resolution so that new replacement vehicles can be purchased.
- B. Take no action and the current vehicles will continue to deteriorate possibly to the degree they are removed from service at times for costly and un-warranted repairs. This in turn causes newer vehicles to be used on a more frequent basis inflicting undue wear and tear.

RECOMMENDATION:

Staff recommends that the City Council adopt the Resolution authorizing the purchase of three Dodge Durango vehicles.

ATTACHMENTS:

- Withnell Dodge Priced Order Confirmation
- Resolution R2022-_____

WITHNELL DODGE
2650 COMMERCIAL SE
SALEM, OR 973024451

Priced Order Confirmation (POC)

| | | | | | |
|----------------------|--------------------|-------------|-------------------|--------------|-----------------------------|
| Date Printed: | 2022-08-11 3:09 PM | VIN: | 1C4SDJFT5NC200110 | Quantity: | 01 |
| Estimated Ship Date: | 2022-07-22 1:59 AM | VON: | 52168120 | Status: | JB - Shipped to body vendor |
| Date Ordered: | 2021-11-12 2:53 PM | Ordered By: | S28368H | FAN 1: | 48979 State of Oregon |
| | | | | FAN 2: | |
| | | | | Client Code: | |
| | | | | Bid Number: | TB2086 |
| | | | | PO Number: | STOCK |

| | |
|------------------------|------------------------|
| Sold to: | Ship to: |
| WITHNELL DODGE (56440) | WITHNELL DODGE (56440) |
| 2650 COMMERCIAL SE | 2650 COMMERCIAL SE |
| SALEM, OR 973024451 | SALEM, OR 973024451 |

Vehicle: **2022 DURANGO PURSUIT VEHICLE AWD (WDEE75)**

| | Sales Code | Description | MSRP(USD) |
|--------------------|------------|--------------------------------------|-----------|
| Model: | WDEE75 | DURANGO PURSUIT VEHICLE AWD | 37,095 |
| Package: | 22Z | Customer Preferred Package 22Z | 0 |
| | EZH | 5.7L V8 HEMI MDS VVT Engine | 2,995 |
| | DFD | 8-Spd Auto 8HP70 Trans (Buy) | 0 |
| Paint/Seat/Trim: | PXJ | DB Black Clear Coat | 0 |
| | APA | Monotone Paint | 0 |
| | *C5 | Cloth Bucket Seats w/ Shift Insert | 0 |
| | -X9 | Black | 0 |
| Options: | ADL | Skid Plate Group | 295 |
| | CW6 | Deactivate Rear Doors/Windows | 75 |
| | LNF | Black Left LED Spoil Lamp | 545 |
| | NAS | 50 State Emissions | 0 |
| | XCS | 4 Additional Key Fobs | 100 |
| | 3AH | Price Protection - Code H | 0 |
| | 4FM | Fleet Option Editor | 0 |
| | 4ES | Delivery Allowance Credit | 0 |
| | 2SQ | FCA Fleet Powertrain Care | 0 |
| | YG1 | 7.5 Additional Gallons of Gas | 0 |
| | 4UQ | T3AC | 0 |
| | 4NU | Fuel Fill / Battery Charge | 0 |
| | 4FT | | 0 |
| | 5RL | July Production | 0 |
| | 5N6 | Easy Order | 0 |
| | 4FT | Fleet Sales Order | 0 |
| | 4EA | Sold Vehicle | 0 |
| Non Equipment: | 4KA | Special Bid Handling | 0 |
| | 4FA | Special Bid-Ineligible For Incentive | 0 |
| | 4DH | Prepaid Holdback | 0 |
| | MAF | Fleet Purchase Incentive | 0 |
| Bid Number: | TB2086 | Government Incentives | 0 |
| Special Equipment: | 99595A | | 0 |
| Destination Fees: | | | 1,495 |

Total Price: **42,600**

| | | | |
|----------------------|--------------|-----------------|----|
| Order Type: | Fleet | PSP Month/Week: | |
| Scheduling Priority: | 1-Sold Order | Build Priority: | 01 |

37832.00
189.16 priv tax
158.89 CAT tax
38180.05
Base Price

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2022-_____

AUTHORIZING THE CITY MANAGER TO PURCHASE
THREE DODGE DURANGO VEHICLES FOR POLICE
DEPARTMENT

WHEREAS, the City of Keizer budgeted funds in the 2022-2023 Police Services Fee to purchase vehicles for the Police Department;

WHEREAS, it has been determined that three Dodge Durango vehicles meet the needs of the Police Department;

WHEREAS, the City has determined procurement through the Oregon Cooperative Procurement Program (ORCPP) provided the best price of \$38,180.05 each from Withnell Motor Company;

WHEREAS, State of Oregon Contract No. PA1651 authorizes ORCPP participants to purchase vehicles from Withnell Motor Company by issuance of a Purchase Order;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is hereby authorized to purchase three Dodge Durango vehicles from Withnell Motor Company for a purchase price of \$114,540.15 by issuing a Purchase Order containing the mandatory language.

BE IT FURTHER RESOLVED that the City Manager is authorized to take any and all necessary acts to effectuate the purchase of the vehicles.

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

3 PASSED this _____ day of _____, 2022.

4

5 SIGNED this _____ day of _____, 2022.

6

7

8

Mayor

9

10

City Recorder

11