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**AGENDA**  
**KEIZER CITY COUNCIL**  
**REGULAR SESSION**

Monday, June 15, 2020

7:00 p.m.

Robert L. Simon Council Chambers  
Keizer, Oregon

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **FLAG SALUTE**

4. **SPECIAL ORDERS OF BUSINESS**

a. **Volunteer of the Quarter Award – Keizer Parks Foundation**

5. **COMMITTEE REPORTS**

6. **PUBLIC TESTIMONY**

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

7. **PUBLIC HEARINGS**

a. **City of Keizer – Charter Revisions**

b. **RESOLUTION – Exemption of Professional Services Agreement for Carving of Keizer Cultural History Pole From Competitive Bidding and Awarding Agreement to Oregon 3D Art and Chainsaw Sculptures LLC**

c. **RESOLUTION – Authorization For Supplemental Budget – General Fund – Non Departmental Resources and Non Departmental Requirements**

8. **ADMINISTRATIVE ACTION**

a. **RESOLUTION - Authorizing Mayor to Send Comment Letter to United States Department of Interior Bureau of Indian Affairs in Response to Notice of Application by The Confederated Tribes of the Siletz Indians of Oregon**

**9. CONSENT CALENDAR**

- a. **RESOLUTION** – Regarding Evaluation of City Manager
- b. **RESOLUTION** – Regarding Evaluation of City Attorney
- c. **RESOLUTION** – Authorizing the Finance Director to Sign Springbrook Order Forms for Migration to Cloud Services, Software Yearly Maintenance, and Associated Services

**10. COUNCIL LIAISON REPORTS**

**11. OTHER BUSINESS**

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

**12. WRITTEN COMMUNICATIONS**

*To inform the Council of significant written communications.*

**13. AGENDA INPUT**

**July 6, 2020**

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

**July 13, 2020**

**6:00 p.m. – City Council Work Session**

**July 20, 2020**

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

**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: \_\_\_\_\_

AGENDA ITEM NUMBER: \_\_\_\_\_

**TO: MAYOR CATHY CLARK AND CITY COUNCIL MEMBERS**

**THROUGH: CHRIS EPPLEY  
CITY MANAGER**

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

**SUBJECT: VOLUNTEER OF THE QUARTER**

**ISSUE:**

The Volunteer Coordinating Committee has selected the Keizer Parks Foundation as the recipient of the Volunteer of the Quarter award for the first quarter of 2020. The Foundation was nominated by Matt Lawyer with support from Richard Walsh. The nomination letters are attached.

Foundation members *Caroline Allison, Mary Gene Atwood, Jeanne Bond-Esser, Donna Bradley, Richard Ford, Vickie Hilgemann, Shayne Hollandsworth, Kriss Lawyer, Mary MacDuffee, Rich Palmer, Marlene Parsons* and *Kathy Whittam* have been invited to the meeting to accept the volunteer award. We extend our thanks and congratulations to them all for their contributions to our community.

A new submission has been received for Volunteer of the Quarter Nomination at 01/17/2020 2:11 PM

Name of Nominee: **Keizer Parks Foundation**

Address of Nominee:

Nominee Phone Number or Contact Information: Kriss Lawyer 503-910-4231

Each quarter the City of Keizer recognizes an individual or group of individuals for their contributions to the community. This award is designed to recognize the achievement and to encourage actions that enhance the city of Keizer, the community and the lives of our citizens. Process for Award of Nomination: (1) A written nomination form is submitted to the Keizer City Recorder, P.O. Box 21000, Keizer, Oregon or submitted by clicking the submit button on this form. (2) Additional letters of support, supplementary information such as pictures, news stories, biographical information, or other materials that show the project or contribution of the nominee may be included. (3) The nomination will be reviewed and decided by the Volunteer Coordinating Committee. The nominator may be requested to attend a meeting of the committee to answer questions and explain the nomination in further detail. (4) The award will then be presented at a regular meeting of the Keizer City Council.

\*Please provide a brief description, including the dates or time period, of the nominee's contributions and the reason why you are nominating for this award:: ***The Keizer Parks Foundation has been critical to the successes at the Keizer Rapids Park and the Big Toy. They have organized events and helped produce tens of thousands of dollars for projects at Keizer Rapids. The Big Toy and the shade sails.***

Please explain the impacts these contributions have had on the city of Keizer or the Keizer community:: ***Their efforts at Keizer Rapids have been extraordinary. They organized the fund raising efforts to build the big toy and the Shade Sails. They coordinated the entire Solar Eclipse event which helped brings many people from around the region, the state, the country and the world to our city to enjoy the event. They have provided other funds for projects at Keizer Rapids as well. Keizer Parks Foundation had been a beacon for good in our city parks when budgets precluded things from happening. Their tireless efforts resulted in a lasting and very positive legacy that generations to come will be able to enjoy.***

Your Name: Matt Lawyer

Your Address: 7055 Pierce Dr N, Keizer OR 97303

Your contact information (email or phone): 808-393-8700 mattlawyer82@yahoo.com

Hello Matt,

I would like to add my support for the nomination of the Keizer Parks Foundation to receive the Volunteer of the Quarter award. Actually they should be considered for a Volunteer of the Decade award because of the tremendous impact their activities have had over the last decade or so in enhancing our Keizer Parks. Their leadership and hard work in putting on the eclipse event raised money for Keizer Parks and helped introduce Keizer to many throughout the region and beyond. Their contributions to Keizer Parks include not only fundraising (which is substantial) but also leadership, publicity and hard work for a wide range of projects including the dog park, the big toy, shelters, and other projects. They certainly deserve this small long overdue token of our appreciation.

*Rich*

Richard M. Walsh  
Walsh & Associates Attorney at Law  
174 Shore Pointe Place N. Suite 201  
Keizer, Oregon 97303  
503-304-4886 [Rich@Walshlawfirm.net](mailto:Rich@Walshlawfirm.net)

**CITY COUNCIL MEETING: June 15, 2020**

**AGENDA ITEM NUMBER: \_\_\_\_\_**

**TO: MAYOR CLARK AND COUNCIL MEMBERS**

**THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER**

**FROM: E. SHANNON JOHNSON, CITY ATTORNEY**

**SUBJECT: CHARTER REVISIONS**

At the May 18, 2020 Council meeting, the Council directed staff to set public hearings to gather input on the Charter Review Committee's recommended Charter. Such hearings are scheduled for tonight and July 6, 2020.

The Charter Review Committee (CRC) met for approximately seven months. They carefully reviewed the current Keizer charter and compared it to the League of Oregon Cities (LOC) Model Charter. CRC determined that the format and working of the LOC version was easier to read, but in most places did not substantively change the Keizer version. At its May 5, 2020 meeting, CRC voted to recommend the charter revision to the City Council.

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

The substantive changes are set forth below:

1. Ordinance Reading. To pass an Ordinance on a first reading requires a unanimous vote and the Ordinance needs to be available seven days before the meeting. The change would make the Ordinance available five days before the meeting which matches the Council Procedures. Section 4.2.
2. "Elector" or "Registered Voters". CRC recommends changing the term "elector" to "registered voter" throughout the Charter as registered voter is a more familiar term.

3. City Manager. Changed appointment of the City Manager to require four votes rather than a majority. Changed to LOC version which slightly modifies duties and prohibited Councilor actions. Section 8.1

4. Remove Section 44. CRC voted to recommend removal of Section 44 of the current Charter (Prohibit Minority Status for Homosexuality). Enactment or enforcement of this provision is unlawful under state law and the Section is moot and without effect.

CRC deferred certain sections (Sections 3.1, 7.1, and 7.9 in OC version, Sections 7, 8, and 30 in Keizer version). I outlined those issues to the Committee as follows:

A. Councilors are currently elected “at-large” meaning they are elected by all the registered voters of the City. A “ward” system elects the councilors from specific geographical areas (“wards”) of the City. Do you prefer “ward” or “at-large” councilor positions? Section 3.1 of LOC version; Section 7 of Keizer version.

B. Currently, three councilors are elected every two years in “head-to-head” elections, meaning the candidates choose which numbered position to run for. Another method would be to have all the councilor candidates run against each other and the top three are elected to the three positions. If the at-large method is used, would you prefer “head-to-head”, a “top three” or other method be used? Section 7.1 of LOC version; Section 8 of Keizer version.

C. Currently councilors serve four year terms. Would you like to continue with the current four year terms or would you like to see the councilors serve two years instead? Section 7.1 of LOC version; Section 8 of Keizer version.

D. Currently if a council office becomes vacant, the vacancy is filled by appointment. Do you want to change the method from an appointment method to a special election process? If you want to consider a special election process, does it matter how much time is left in the term? Section 7.9 of LOC version; Section 30 of Keizer version.

Attached is testimony recently submitted for the Council public hearing.

#### **RECOMMENDATION:**

Open the public hearing and accept testimony. Following receipt of testimony, move that the public hearing be continued to July 6, 2020.

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

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

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



**Incorporated November 2, 1982**

**Adopted by the Voters on March 29, 1983**

**Amended by the Voters on March 26, 1985**

**Amended by the Voters on November 3, 1992**

**Amended by the Voters on November 9, 1993**

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# A CHARTER

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

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

## CHAPTER I: NAME AND BOUNDARIES

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

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

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

## CHAPTER II: POWERS

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

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

## CHAPTER III: FORM OF GOVERNMENT

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

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

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

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

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

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

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

#### **CHAPTER IV: COUNCIL**

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

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

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

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

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

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

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

## **CHAPTER V POWERS AND DUTIES OF OFFICERS**

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

### **SECTION 21. CITY MANAGER.**

(a) **Qualifications**

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

(b) **Term**

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

(c) **Powers and Duties**

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

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

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

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

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

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

**SECTION 23. (This section left intentionally blank.)**

## **CHAPTER VI: ELECTIONS**

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

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

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

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

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

## **CHAPTER VII: VACANCIES IN OFFICE**

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

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

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

## **CHAPTER VIII: ORDINANCES**

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

**SECTION 32. MODE OF ENACTMENT.**

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

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

## CHAPTER IX: PUBLIC IMPROVEMENTS

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

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

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

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

## CHAPTER X: MISCELLANEOUS PROVISIONS

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

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

**SECTION 4 0. SEVERABILITY.** If any provision of this charter is held invalid, the other provisions of the charter shall not be affected. If the application of the charter or any of its provisions to any person or circumstance is held invalid, the application of the charter and its provisions to other persons or circumstances shall not be affected.

**SECTION 4 1. NUMBER AND CA PTIONS.** As used herein, the singular shall include the plural, and the plural the singular. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this charter.

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

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

#### SECTION 44. PROHIBIT MINORITY STATUS FOR HOMOSEXUALITY.

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

*THE CHARTER  
OF THE  
CITY OF KEIZER,*

*MARION COUNTY,  
STATE OF OREGON*



**Incorporated November 2, 1982**

**Adopted by the Voters on \_\_\_\_\_, 2020**

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## **PREAMBLE**

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

### **Section 1 NAMES AND BOUNDARIES**

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

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

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

### **Section 2 POWERS**

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

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

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

### **Section 3 COUNCIL**

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

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

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

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

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

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

Section 3.5. Meetings.

- a) The council shall hold a regular meeting at least once each month in the City at a time and at a place which it designates.
- b) The mayor may call a special Council meeting at mayor's own discretion, or at the request of three council members. Any special meeting shall occur as provided under state law.
- c) Special meetings of the council may also be held at any time by the common consent of all the members of the council.
- d) All meetings shall be held and conducted pursuant to state law.

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

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

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

## **Section 4 ORDINANCES**

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

Section 4.2. Ordinance Adoption.

- a) Except as authorized by subsection (b), adoption of an ordinance requires approval by a majority of the council at two meetings.
- b) The council may adopt an ordinance at a single meeting by the unanimous approval of at least a quorum of the council, provided the proposed ordinance is available in writing to the public at least five (5) calendar days before the meeting.
- c) Any substantive amendment to a proposed ordinance must be read aloud or made available in writing to the public before the council adopts the ordinance at that meeting.

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

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

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

## **Section 5 RESOLUTIONS**

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

Section 5.2. Resolution Approval.

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

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

## **Section 6 ORDERS**

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

Section 6.2. Order Approval.

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

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

## **Section 7 ELECTIONS**

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

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

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

Section 7.4. Qualifications.

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

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

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

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

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

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

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

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

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

## **Section 8 APPOINTIVE OFFICERS**

### Section 8.1. City Manager.

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

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

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

Section 8.3. Municipal Court and Judge.

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

- 9) Perform other judicial and quasi-judicial functions assigned by ordinance.
- f) The council may appoint and may remove municipal judges pro tem.
- g) The council may transfer some or all of the functions of the municipal court to an appropriate state court.

## **Section 9 PERSONNEL**

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

## **Section 10 PUBLIC IMPROVEMENTS**

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

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

## **Section 11 MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

Section 11.7. Time of Effect. This charter takes effect \_\_\_\_\_, 20\_\_.

COMPARISON OF LOC MODEL CHARTER AND KEIZER CHARTER  
City Council June 8-2020

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

COMPARISON OF LOC MODEL CHARTER AND KEIZER CHARTER  
City Council June 8-2020

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

COMPARISON OF LOC MODEL CHARTER AND KEIZER CHARTER  
City Council June 8-2020

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

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

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

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

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

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

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<p>3) Ceasing to reside in the city; 4) Ceasing to be a qualified elector under state law; 5) Conviction of a misdemeanor or felony crime; 6) Resignation from the office; or 7) Removal under Section 8.1(f).</p>	<p>without the consent of the council or upon his or her absence from meetings of the council for 60 days without like consent, or upon the incumbent's removal of his or her principal residency from the city, and upon a declaration by the council of the vacancy.</p>	<p>3) Ceasing to reside in the City; 4) Ceasing to be a qualified registered voter in the City under state law; (3-3-20) 5) Conviction of a felony crime or other crime pertaining to their office; 6) Intentional unlawful destruction of public records; 7) Resignation from the office; or 8) Removal under Section 8.1(h). (1-7-20) (2-4-20)</p>	<p>from all council meetings within a 60-day period without council consent; 3) Ceasing to reside in the City; 4) Ceasing to be a qualified registered voter in the City under state law; (3-3-20) 5) Conviction of a felony crime or other crime pertaining to their office; 6) Intentional unlawful destruction of public records; 7) Resignation from the office; or 8) Removal under Section 8.1(h).</p>
<p>Section 7.9. Filling Vacancies. A mayor or councilor vacancy will be filled by appointment by a majority of the remaining council members. The appointee's term of office runs from appointment until expiration of the term of office of the last person elected to that office. If a disability prevents a council member from attending council meetings or a member is absent from the city, a majority of the council may appoint a councilor pro tem.</p>	<p>Section 30. Filling of Vacancies. Vacant elective offices in the city shall be filled by appointment. A majority vote of the remaining members of the council shall be required to validate the appointment. The appointee's term of office shall begin upon his or her appointment and shall continue throughout the unexpired term of his or her predecessor. During the temporary disability of any officer for greater than 60 days or during a temporary absence from the city for greater than 60 days for any cause, the office may be filled pro tem in the manner provided for filling vacancies in office permanently. Should the office of mayor become vacant, then the president of the council shall become mayor and the council shall appoint a councilor as provided herein.</p>	<p>Section 7.9. Filling Vacancies. Vacant elective offices in the City shall be filled by appointment. A majority vote of the remaining members of the council shall be required to validate the appointment. The appointee's term of office shall begin upon appointee's appointment and shall continue throughout the unexpired term of appointee's predecessor. During the temporary disability of any officer for greater than 60 days or during a temporary absence from the City for greater than 60 days for any cause, the office may be filled pro tem in the manner provided for filling vacancies in office permanently. Should the office of mayor become vacant, then the council president shall become mayor and the council shall appoint a councilor as provided herein. (4-21-20)</p>	<p>Keizer version</p>
<p>Section 8.1. City Manager. a) The office of city manager is established as the administrative head of the city government. The city manager is responsible to the mayor and council for the proper administration of all city business. The</p>	<p>Section 10. Manager, Municipal Judge, and Other Officers. The officers of the city shall be a city manager, municipal judge, and city attorney, each of whom the council shall appoint and may remove by majority vote of all the members of the council, and such</p>	<p>Section 8.1. City Manager. a) The office of city manager is established as the administrative head of the City government. The city manager is responsible to the mayor and council for the proper administration of all City business. The city manager will assist</p>	<p>Section 8.1. City Manager. a) The office of city manager is established as the administrative head of the City government. The city manager is responsible to the mayor and councilors for the proper administration of all City</p>

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<p>city manager will assist the mayor and council in the development of city policies, and carry out policies established by ordinances and resolutions.</p> <p>b) A majority of the council must appoint and may remove the manager. The appointment must be made without regard to political considerations and solely on the basis of education and experience in competencies and practices of local government management.</p> <p>c) The manager need not reside in the city.</p> <p>d) The manager may be appointed for a definite or an indefinite term, and may be removed at any time by a majority of the council. The council must fill the office by appointment as soon as practicable after the vacancy occurs.</p> <p>e) The manager must:</p> <ol style="list-style-type: none"> <li>1) Attend all council meetings unless excused by the mayor or council;</li> <li>2) Make reports and recommendations to the mayor and council about the needs of the city;</li> <li>3) Administer and enforce all city ordinances, resolutions, franchises, leases, contracts, permits and other city decisions;</li> <li>4) Appoint, supervise and remove city employees;</li> <li>5) Organize city departments and administrative structure;</li> <li>6) Prepare and administer the annual city budget;</li> <li>7) Administer city utilities and property;</li> <li>8) Encourage and support regional and intergovernmental cooperation;</li> <li>9) Promote cooperation among the council, staff and citizens in</li> </ol>	<p>other officers as the council deems necessary. The council may combine any two or more appointive offices, except the offices of city manager and municipal judge. In no such combination shall the municipal judge be subject in his judicial functions to supervision by any other officer.</p> <p>Section 21. City Manager.</p> <p>(a) Qualifications</p> <p>The city manager shall be the administrative head of the government of the city. The city manager shall be chosen without regard to political considerations and solely on the basis of executive and administrative qualifications. Before taking office, the city manager shall give a bond in such amount and with such surety as may be approved by the council. The premiums on such bond shall be paid by the city.</p> <p>(b) Term</p> <p>The manager shall be appointed by a majority of all members of the council for an indefinite term and may be removed at the pleasure of the council by a vote of not less than four (4) councilors. Upon any vacancy occurring in the office of manager the council at its next meeting shall adopt a resolution of its intention to appoint another manager. Not later than six months after adopting the resolution, the council shall appoint a manager to fill the vacancy.</p> <p>(c) Powers and Duties</p> <p>The powers and duties of the manager shall be as follows:</p> <p>(1) The city manager shall devote full time to the discharge of his or her official duties, attend all meetings of the council unless excused therefrom by the council or the mayor, keep the council advised at all times of the affairs and needs of the city, and make</p>	<p>the mayor and council in the development of city policies, and carry out policies established by ordinances and resolutions.</p> <p>b) A majority of the council must appoint and may remove the manager. The appointment must be made without regard to political considerations and solely on the basis of education and experience in competencies and practices of local government management. Before taking office, the city manager shall give a bond in such amount and with such surety as may be approved by the council. The premiums on such bond shall be paid by the City.</p> <p>c) The manager may be appointed for a definite or an indefinite term, and may be removed at any time by a vote of not less than four (4) councilors. The council must fill the office by appointment as soon as practicable after the vacancy occurs.</p> <p>d) The manager must:</p> <ol style="list-style-type: none"> <li>1) Attend all council meetings unless excused by the mayor or council;</li> <li>2) Make reports and recommendations to the mayor and council about the needs of the City;</li> <li>3) Administer and enforce all City ordinances, resolutions, franchises, leases, contracts, permits and other City decisions;</li> <li>4) Appoint, supervise and remove City employees;</li> <li>5) Organize City departments and administrative structure;</li> <li>6) Prepare and administer the annual City budget;</li> <li>7) Administer City utilities and property;</li> <li>8) Perform other duties as directed by the council; and</li> <li>9) Delegate duties, but remain responsible for actions of all subordinates.</li> </ol>	<p>Moved the last sentence in 8.1(h) to the beginning of 8.1(h).</p>	<p>business. The city manager will assist the mayor and councilors in the development of city policies, and carry out policies established by ordinances and resolutions.</p> <p>b) A vote of not less than four (4) council members is required to appoint or remove the manager. The appointment must be made without regard to political considerations and solely on the basis of education and experience in competencies and practices of local government management. Before taking office, the city manager shall give a bond in such amount and with such surety as may be approved by the council. The premiums on such bond shall be paid by the City.</p> <p>c) The manager may be appointed for a definite or an indefinite term, and may be removed at any time by a vote of not less than four (4) council members. The council must fill the office by appointment as soon as practicable after the vacancy occurs.</p> <p>d) The manager must:</p> <ol style="list-style-type: none"> <li>1) Attend all council meetings unless excused by the mayor or councilor;</li> <li>2) Make reports and recommendations to the mayor and councilors about the needs of the City;</li> <li>3) Administer and enforce all City ordinances, resolutions, franchises, leases, contracts, permits and other City decisions;</li> <li>4) Appoint, supervise and remove City employees;</li> <li>5) Organize City departments and administrative structure;</li> </ol>
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COMPARISON OF LOC MODEL CHARTER AND KEIZER CHARTER  
City Council June 8-2020

<p>developing city policies and building a sense of community;</p> <p>10) Perform other duties as directed by the council; and</p> <p>11) Delegate duties, but remain responsible for actions of all subordinates.</p> <p>f) The manager has no authority over the council or over the judicial functions of the municipal judge.</p> <p>g) The manager and other employees designated by the council may sit at council meetings but have no vote. The manager may take part in all council discussions.</p> <p>h) When the manager is temporarily disabled from acting as manager or when the office of the manager becomes vacant, the council must appoint a manager pro tem. The manager pro tem has the authority and duties of manager, except that a pro tem manager may appoint or remove employees only with council approval.</p> <p>i) No council member may directly or indirectly attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any city employee, or in administrative decisions regarding city property or contracts. Violation of this prohibition is grounds for removal from office by a majority of the council after a public hearing. In council meetings, council members may discuss or suggest anything with the manager relating to city business.</p>	<p>reports annually, or more frequently if requested by the council, of all the affairs and departments of the city.</p> <p>(2) The city manager shall ensure that all ordinances are administered to the satisfaction of the council, and that the provisions of all franchises, leases, contracts, permits, and privileges granted by the city are fulfilled.</p> <p>(3) The city manager shall appoint and may remove appointive city officers and employees except as this charter otherwise provides, and shall have general supervision and control over them and their work with power to transfer an employee from one department to another. The city manager shall supervise the departments to the end of obtaining the utmost effective efficiency. The city manager shall have no control, however, over the council, city attorney, or over the judicial activities of the municipal judge.</p> <p>(4) The city manager shall organize and reorganize the departmental structure of city government.</p> <p>(5) The manager shall be responsible for preparing and submitting to the budget committee the annual budget estimates and such reports as that body requests.</p> <p>(6) The city manager shall supervise the operation of all public utilities owned and operated by the city and shall have general supervision over all city property.</p> <p>(d) Seats at Council Meetings</p> <p>The manager and such other officers as the council designates shall be entitled to sit with the council but shall have no vote on questions before it. The manager may take part in all council discussions.</p> <p>(e) Manager Pro Tem</p>	<p>e) The manager has no authority over the council, city attorney, or over the judicial functions of the municipal judge.</p> <p>f) The manager and other employees designated by the council may sit at council meetings but have no vote. The manager may take part in all council discussions.</p> <p>g) When the manager is temporarily disabled from acting as manager or when the office of the manager becomes vacant, the council must appoint a manager pro tem. The manager pro tem has the authority and duties of manager, except that a pro tem manager may appoint or remove employees only with council approval.</p> <p>h) In council meetings, council members may discuss or suggest anything with the manager relating to City business. However, no council member may directly or indirectly attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any City employee, or in administrative decisions regarding City property or contracts. Violation of this prohibition is grounds for removal from office by a majority of the council after a public hearing. (2-4-20) (3-3-20)</p>	<p>6) Prepare and administer the annual City budget;</p> <p>7) Have general supervision over City utilities and property;</p> <p>8) Perform other duties as directed by the council; and</p> <p>9) Delegate duties, but remain responsible for actions of all subordinates.</p> <p>e) The manager has no authority over the council, the city attorney's office, or over the judicial functions of the municipal judge.</p> <p>f) The manager and other employees designated by the council may sit at council meetings but have no vote. The manager may take part in all council discussions.</p> <p>g) When the manager is temporarily disabled from acting as manager or when the office of the manager becomes vacant, the council must appoint a manager pro tem. The manager pro tem has the authority and duties of manager, except that a pro tem manager may appoint or remove employees only with council approval.</p> <p>h) In council meetings, council members may discuss or suggest anything with the manager relating to City business. However, no council member may directly or indirectly attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any City employee, or in administrative decisions regarding City property or contracts. Violation of this prohibition is grounds for removal from office by a majority of the council after a public hearing.</p>
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COMPARISON OF LOC MODEL CHARTER AND KEIZER CHARTER  
 City Council June 8-2020

	<p>Whenever the manager is absent from the city, is temporarily disabled from acting as manager, or whenever the office becomes vacant, the council shall appoint a manager pro tem, who shall possess the powers and duties of the manager. No manager pro tem, however, may appoint or remove a city officer or employee except with the approval of three-fourths of the members of the council. No manager pro tem shall hold the position as such for more than six months, and no appointment of a manager pro tem shall be renewed.</p> <p>(f) Interference in Administration and Elections</p> <p>No member of the council shall directly or indirectly, by suggestion or otherwise, attempt to influence or coerce the manager in the making of any appointment or removal of any officer or employee or in the purchase of supplies; or attempt to exact any promise relative to any appointment from any candidate for manager, or discuss directly or indirectly with the manager the matter of specific appointment to any city office or employment. A violator of the foregoing provisions of this section may be removed from office by the council and such action may be reviewed by a court of competent jurisdiction. The council by general ordinance shall set the procedures for removing a member of the council. Nothing in this section shall be construed, however, as prohibiting the council while in open session from fully and freely discussing with or suggesting to the manager anything pertaining to city affairs or the interests of the city. Further, a councilor may, at any time request and receive information to which a private citizen is entitled.</p>			
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COMPARISON OF LOC MODEL CHARTER AND KEIZER CHARTER  
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<p>Section 8.2. City Attorney. The office of city attorney is established as the chief legal officer of the city government. A majority of the council must appoint and may remove the attorney. The attorney may supervise, and may remove any employees who work in and for the city attorney's office.</p>	<p>Section 10. Manager, Municipal Judge, and Other Officers. The officers of the city shall be a city manager, municipal judge, and city attorney, each of whom the council shall appoint and may remove by majority vote of all the members of the council, and such other officers as the council deems necessary. The council may combine any two or more appointive offices, except the offices of city manager and municipal judge. In no such combination shall the municipal judge be subject in his judicial functions to supervision by any other officer.</p>	<p>Section 8.2. City Attorney. The office of city attorney is established as the chief legal officer of the City government. A majority of the council must appoint and may remove the attorney. The attorney may appoint, supervise, and may remove any employees who work in and for the city attorney's office. (2-4-20)</p>	<p>LOC version</p>
<p>Section 8.3. Municipal Court and Judge. a) A majority of the council may appoint and remove a municipal judge. A municipal judge will hold court in the city at such place as the council directs. The court will be known as the Municipal Court. b) All proceedings of this court will conform to state laws governing justices of the peace and justice courts. c) All areas within the city and areas outside the city as permitted by state law are within the territorial jurisdiction of the court. d) The municipal court has jurisdiction over every offense created by city ordinance. The court may enforce forfeitures and other penalties created by such ordinances. The court also has jurisdiction under state law unless limited by city ordinance. e) The municipal judge may: 1) Render judgments and impose sanctions on persons and property; 2) Order the arrest of anyone accused of an offense against the city; 3) Commit to jail or admit to bail anyone accused of a city offense;</p>	<p>Section 10. Manager, Municipal Judge, and Other Officers. The officers of the city shall be a city manager, municipal judge, and city attorney, each of whom the council shall appoint and may remove by majority vote of all the members of the council, and such other officers as the council deems necessary. The council may combine any two or more appointive offices, except the offices of city manager and municipal judge. In no such combination shall the municipal judge be subject in his judicial functions to supervision by any other officer. Section 22. Municipal Judge. The municipal judge shall be the judicial officer of the city. The municipal judge shall hold within the city a court known as the municipal court for the City of Keizer, Marion County, Oregon. The court shall be open for the transaction of judicial business at times specified by the council. All area within the city and, as provided by law, territory outside the city, shall be within the territorial jurisdiction of the court. The municipal judge shall exercise original jurisdiction of all offenses defined and made punishable by ordinances of the city and of all actions authorized by</p>	<p>Section 8.3. Municipal Court and Judge. a) A majority of the council may appoint and remove a municipal judge. A municipal judge will hold court in the City at such place as the council directs. The court will be known as the Municipal Court. b) All proceedings of this court will conform to state laws governing justices of the peace and justice courts. c) All areas within the City and areas outside the City as permitted by state law are within the territorial jurisdiction of the court. d) The municipal court has jurisdiction over every offense created by City ordinance. The court may enforce forfeitures and other penalties created by such ordinances. The court also has jurisdiction under state law unless limited by City ordinance. e) The municipal judge may: 1) Render judgments and impose sanctions on persons and property; 2) Order the arrest of anyone accused of an offense against the City; 3) Commit to jail or admit to bail anyone accused of a City offense; 4) Issue and compel obedience to subpoenas;</p>	<p>LOC version</p>
<p>Section 8.3. Municipal Court and Judge. a) A majority of the council may appoint and remove a municipal judge. A municipal judge will hold court at such place as the council directs. The court will be known as the Municipal Court. b) All proceedings of this court will conform to state laws governing justices of the peace and justice courts. c) All areas within the City and areas outside the City as permitted by state law are within the territorial jurisdiction of the court. d) The municipal court has jurisdiction over every offense created by City ordinance. The court may enforce forfeitures and other penalties created by such ordinances. The court also has jurisdiction under state law unless limited by City ordinance. e) The municipal judge may: 1) Render judgments and impose sanctions on persons and property; 2) Order the arrest of anyone accused of an offense against the City;</p>			

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

COMPARISON OF LOC MODEL CHARTER AND KEIZER CHARTER  
City Council June 8-2020

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

COMPARISON OF LOC MODEL CHARTER AND KEIZER CHARTER  
City Council June 8-2020

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

COMPARISON OF LOC MODEL CHARTER AND KEIZER CHARTER  
City Council June 8-2020

	<p>Section 43. Water Revenue Use. All revenue generated by the City of Keizer Water Department fund shall be used exclusively to pay for the water department fund expenses.</p> <p>Section 44. Prohibit Minority Status for Homosexuality. (a) The City of Keizer, including its Council and elected or appointed officers, shall not make, pass, adopt, or enforce any ordinance, rule, regulation, policy or resolution that extends minority status, affirmative action, quotas, special class status, or any similar concepts, based on homosexuality or which establishes any categorical provision such as "sexual orientation," "sexual preference," or any similar provision which includes homosexuality.</p> <p>(b) City funds shall not be expended to promote homosexuality or express approval of homosexual behavior.</p> <p>(c) This Section shall not be construed to deny any Citizen, based on perceived or actual private lawful sexual practices, any City services, licenses, or approvals otherwise due or available.</p> <p>(d) This Section shall not be construed to limit public libraries from providing materials for adults which address homosexuality.</p> <p>(e) Subsection (a) of this Section shall not nullify or be construed to nullify any city, state, or federal civil rights protection based on race, religion, color, sex, marital status, familial status, national origin, age or disability. Neither shall subsection (a) be construed to abrogate, abridge, impede, or otherwise diminish the holding, enjoyment, or exercise of any rights guaranteed to Citizens by the</p>	<p>Section 43. Water Revenue Use. All revenue generated by the City of Keizer Water Department fund shall be used exclusively to pay for the water department fund expenses. (2-4-20)</p> <p>REMOVE SECTION (2-4-20)</p>	<p>Keizer version -- renumbered to Section 11.5</p>	
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COMPARISON OF LOC MODEL CHARTER AND KEIZER CHARTER  
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	<p>Constitution of the State of Oregon or the Constitution of the United States.                  (f) Subsection (a) of this Section shall not be construed to forbid the adoption of provisions prohibiting employment decisions based on factors not directly related to employment. If such a provision is adopted, it is the intent of the People that lawful private sexual behavior, or rumor, perception, or knowledge of a person's lawful private sexual behavior, are factors not directly related to employment. If such a provision is adopted, it is the intent of the People that personal expression, conversation or any other free expression concerning private lawful sexual behavior shall also be considered factors not directly related to employment, unless such actions disrupt the workplace.                  (g) This Section shall be an explicit and necessary restriction and limitation upon the authority of the Council.                  (h) It shall be considered that it is the intent of the People in enacting this Section that if any part thereof is held unconstitutional by a court of competent jurisdiction, the remaining parts shall be held in full force and effect. This Section shall be in all parts self-executing.</p>			
				<p>Section 11.7. Amendments and Revisions. No amendment, revision or repeal of this Charter may take effect unless approved by City voters. Either the council by a majority vote or City voters by an initiative petition may refer an amendment of this Charter to the City voters. Only the Council, by a majority vote, may refer a revision or repeal of this Charter to the City voters.</p>



June 8, 2020

Keizer City Council  
930 Chemawa Rd NE  
Keizer, OR 97303

VIA EMAIL

Dear Mayor Clark and Members of the Keizer City Council,

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

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

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

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

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

Please let me know if you have any questions.

Warmest Regards,

A handwritten signature in black ink, appearing to read "Jonathan Thompson".

Jonathan Thompson, President  
Keizer Chamber of Commerce

**CITY COUNCIL MEETING: June 15, 2020**

**AGENDA ITEM NUMBER: \_\_\_\_\_**

**TO: MAYOR CLARK AND COUNCIL MEMBERS**

**THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER**

**FROM: E. SHANNON JOHNSON, CITY ATTORNEY**

**SUBJECT: EXEMPTION OF AGREEMENT FOR CARVING OF SECOND KEIZER CULTURAL HISTORY POLE**

This matter is before the Council tonight for public hearing pursuant to Ordinance No. 2005-519. Staff is recommending that the City Council as local contract review board for the City exempt an agreement with Oregon 3D Art and Chainsaw Sculptures LLC from competition.

The Keizer Cultural History Pole project has been proposed since 2017. This exemption is for the second pole. The Keizer Community Foundation has been awarded a grant in the amount of \$2,000 and is funding another \$5,000 to allow the carving of the second cultural history pole. The Keizer Rotary Foundation has been asked for \$3,000 and the Keizer Public Arts Commission (KPAC) line item in the budget has \$1,500 available for this project. The proposed contract of \$11,500 already falls within an established exemption from the formal bidding requirements. However, an exemption is required to release the project from informal bidding requirements.

In an attempt to get the best price and design for the first carving, the Keizer Public Arts Commission submitted a Request for Proposal (RFP) on August 17, 2018. That RFP resulted in receiving one proposal that was rejected because it was not in substantial compliance with the solicitation documents. The Keizer Public Arts Commission submitted a second RFP on February 1, 2019. That RFP did not receive any response. Because the RFP process failed to identify a qualified artist within the budgeted amount, the Keizer Public Arts Commission performed an inquiry of Oregon 3D Art and Chainsaw Sculptures LLC to see if they would consider performing the services within the budgeted amount. Oregon 3D Art and Chainsaw Sculptures LLC indicated that it would consider the proposal and by exempting the agreement from competitive bidding and directly awarding the agreement to Oregon 3D Art and Chainsaw Sculptures LLC will avoid further delays and the additional expense of rebidding the project.

KPAC anticipated the same results for the second pole and therefore went directly to Oregon 3D Art and Chainsaw Sculptures LLC to determine if they would consider the project.

Awarding the agreement to Oregon 3D Art and Chainsaw Sculptures LLC avoids delays and additional expenses of bidding the project.

In order to enter into the agreement, the Council as the local contract review board for the City of Keizer must adopt findings and exemption of the project from the competitive bidding process pursuant to Ordinance No. 225-519.

**RECOMMENDATION:**

Open the public hearing and take testimony. Close the public hearing and if you have no further questions, adopt the attached Resolution.

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

ESJ/tmh

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2  
3 Resolution R2020-\_\_\_\_\_

4  
5 EXEMPTION OF PROFESSIONAL SERVICES AGREEMENT  
6 FOR CARVING OF KEIZER CULTURAL HISTORY POLE  
7 FROM COMPETITIVE BIDDING AND AWARDDING  
8 AGREEMENT TO OREGON 3D ART AND CHAINSAW  
9 SCULPTURES LLC

10  
11 WHEREAS, as local contract review board for the City of Keizer, the City  
12 Council desires to exempt from competition and award an agreement to Oregon 3D  
13 Art and Chainsaw Sculptures LLC;

14 WHEREAS, notice of public hearing on the proposed exemption of the  
15 Professional Services Agreement was published as required by Ordinance No. 2005-  
16 519;

17 WHEREAS, a public hearing was held to take comments on the findings for an  
18 exemption of the Professional Services Agreement for the carving of Keizer Cultural  
19 History Pole;

20 NOW, THEREFORE,

21 BE IT RESOLVED by the City Council of the City of Keizer that the City of  
22 Keizer makes the following findings:

23 1. The nature of the contract for which special exemption is requested is  
24 the awarding of the Professional Services Agreement for the carving of the second  
25 Keizer Cultural History Pole to Oregon 3D Art and Chainsaw Sculptures LLC.

26 2. The Keizer Cultural History Pole project has been proposed since 2017.

1 The Keizer Community Foundation has been awarded a grant in the amount of  
2 \$2,000.00 and is willing to fund another \$5,000.00 to allow the carving of one pole.  
3 The Keizer Rotary Foundation has been requested to pay \$3,000.00 and the Art Line  
4 Item in the Budget has the remaining \$1,500.00 for the project. The proposed contract  
5 is in the amount of \$11,500.00 and falls within an already established exemption from  
6 the formal bidding requirements. The amount of this agreement can be awarded  
7 without using a formal bidding process.

8 3. In response to a preliminary inquiry from the City, Oregon 3D Art and  
9 Chainsaw Sculptures LLC indicated it would consider a proposal from the City to enter  
10 into the Professional Services Agreement for \$11,500.00. Exempting the Professional  
11 Services Agreement from competitive bidding will avoid further delays and the  
12 additional expense of bidding.

13 4. It is unlikely that exemption of the Professional Services Agreement for  
14 carving of Keizer Cultural History Pole to Oregon 3D Art and Chainsaw Sculptures  
15 LLC from the competitive bidding is unlikely to encourage favoritism in the awarding  
16 of the bid or substantially diminish competition for public bidding.

17 5. The proposal is to have this purchase be exempt from alternative  
18 contracting methods and directly award the agreement to Oregon 3D Art and Chainsaw  
19 Sculptures LLC.

20 6. It is necessary to enter into the Professional Services Agreement as soon  
21 as possible to be able to use the grant funds within the grant timeline authorized. The

1 estimated date by which it would be necessary to let the agreement in this case is June  
2 30, 2020 which allows approximately two months to carve the Keizer Cultural History  
3 Pole by the end of August 2020.

4 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that  
5 the Council approves the findings set forth above.

6 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that  
7 the awarding of the Professional Services Agreement for the carving of Keizer Cultural  
8 History Pole to Oregon 3D Art and Chainsaw Sculptures LLC is exempt from  
9 competitive bidding requirements based upon the findings set forth herein.

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Recorder

COUNCIL MEETING: June 15, 2020

AGENDA ITEM NUMBER: \_\_\_\_\_

**TO: MAYOR CLARK AND COUNCIL MEMBERS**  
**THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER**  
**FROM: TIM WOOD, FINANCE DIRECTOR**  
**SUBJECT: AUTHORIZATION FOR SUPPLEMENTAL BUDGET**

**ISSUE:** Oregon Budget Law, when authorized by resolution of the governing body of a municipal corporation, provides that a supplemental budget may be adopted when an occurrence or condition which had not been ascertained at the time of the preparation of a budget for the current year which requires a change in financial plan.

**General Fund – Non Departmental Resources and Non Departmental Requirements**

The supplemental budget is to recognize and appropriate \$45,000 in matching grant money to be received from the State of Oregon as part of the Emergency Business Assistance Matching Funds program presented at the May 18, 2020 Regular City Council Meeting. The funds will be used for small business assistance related to the COVID19 pandemic.

**Water and Water Facility Fund**

The supplemental budget is to recognize \$20,000 in available working capital in the Water Fund and appropriate that amount as a transfer to the Water Facility Fund to provide for capital expenditures that are going to be completed sooner than originally anticipated.

**RECOMMENDATION:** Staff recommends the council open the public hearing and receive any public testimony. Once the public hearing is closed the council should adopt the attached resolutions authorizing the supplemental budgets as described above.

**CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON**

**Resolution R2020-\_\_\_\_\_**

**AUTHORIZATION FOR SUPPLEMENTAL BUDGET - General Fund - Non  
Departmental Resources and Non Departmental Requirements**

WHEREAS ORS 294 provides that a supplemental budget may be adopted when an occurrence or condition which had not been ascertained at the time of the preparation of a budget for the current year which requires a change in financial planning.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Keizer, that the following appropriations be made for fiscal year ending June 30, 2020:

	Adopted/ Amended Budget	Adjustment		Revised Budget
		Increase	Decrease	
<b>General Fund</b>				
Non Departmental Resources	12,516,800	45,000		12,561,800
Non Departmental Requirements	2,838,100	45,000		2,883,100
To recognize and appropriate \$45,000 in grant money to be received from the State of Oregon for the Emergency Business Assistance Matching Funds program.				

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

**PASSED this \_\_\_ day of \_\_\_\_\_, 2020**

**SIGNED this \_\_\_ day of \_\_\_\_\_, 2020**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**City Recorder**

**CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON**

**Resolution R2020-\_\_\_\_\_**

**AUTHORIZATION FOR SUPPLEMENTAL BUDGET - Water and Water Facility Fund**

WHEREAS ORS 294 provides that a supplemental budget may be adopted when an occurrence or condition which had not been ascertained at the time of the preparation of a budget for the current year which requires a change in financial planning.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Keizer, that the following appropriations be made for fiscal year ending June 30, 2020:

	Adopted/ Amended Budget	Adjustment		Revised Budget
		Increase	Decrease	
<b>Water Fund</b>				
Working Capital Carryforward	1,008,100	20,000	-	1,028,100
Transfers to the Water Facility Fund	450,000	20,000	-	470,000
<b>Water Facility Fund</b>				
Transfers from the Water Fund	450,000	20,000	-	470,000
Capital Outlay	525,000	20,000	-	545,000
To recognize \$20,000 in available working capital in the Water Fund and appropriate that amount as a transfer to the Water Facility Fund to provide for capital expenditures that are going to be completed sooner than originally anticipated.				

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

**PASSED this \_\_\_ day of \_\_\_\_\_, 2020**

**SIGNED this \_\_\_ day of \_\_\_\_\_, 2020**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**City Recorder**

**CITY COUNCIL MEETING:** \_\_\_\_\_

**AGENDA ITEM NUMER:** \_\_\_\_\_

**TO: CITY COUNCIL**

**FROM: CHRISTOPHER C. EPPLEY  
CITY MANAGER**

**SUBJECT: COMMENTS ON SILETZE TRIBE CASINO PROJECT**

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**BACKGROUND**

The Confederated Tribes of the Siletz Indians of Oregon have submitted a plan to build a gaming establishment at 4751 Astoria Street, NE in Salem. This location will use the Portland Road and I-5 Interchange as their primary ingress/egress from the establishment, which will be located a short distance north of the existing Harbor Freight building. The proposed casino will include 180,000 square feet of gaming floor, a food court, nightclub, sports bar, multi-purpose event center, 500-room hotel, and all associated parking.

The Bureau of Indian Affairs is requesting comments from interested parties close by. As this new facility will be very close to Keizer, Mayor Clark asked that a letter be drafted for her signature that supports the project but also states our desire that the Chemawa Road and I-5 Interchange be included in the transportation study area. Council President Freeman also requested that we request that the project include employee housing sufficient to provide for the needs of the employees who will work at the site.

The letter of comment is attached for your review.

**RECOMMENDATION**

It is recommended that City Council approve the attached Resolution authorizing the Mayor to sign the comment letter, which will then be submitted to the Bureau of Indian Affairs as part of the record for this proposed project.



# United States Department of the Interior

BUREAU OF INDIAN AFFAIRS  
Northwest Regional Office  
911 Northeast 11<sup>th</sup> Avenue  
Portland, Oregon 97232

IN REPLY REFER TO:  
Real Estate Services

MAY 07 2020

## CONSULTATION NOTICE IN ACCORDANCE WITH SECTION 20 OF THE INDIAN GAMING REGULATORY ACT FOR THE CONFEDERATED TRIBES OF THE SILETZ INDIANS OF OREGON

On April 30, 2020, the Bureau of Indian Affairs ("BIA") received an Application requesting a Secretarial Determination under 25 CFR § 292.13 from the Confederated Tribes of the Siletz Indians of Oregon ("Tribe") to conduct off-reservation gaming activities on a 20-acre parcel of tribal trust land (149-T1073) located in the City of Salem, Marion County, Oregon, pursuant to the Indian Gaming Regulatory Act (IGRA), 25 U.S.C. §§ 2701-2721. The Department of the Interior's regulations requires consultation by the Bureau of Indian Affairs on the proposed acquisition with appropriate State and local officials<sup>1</sup>, including officials of other nearby Indian Tribes.<sup>2</sup> See 25 CFR §§ 292.2, 292.19-20.

The proposed project may include, but is not limited to, a variety of proposed land uses, including a casino, 500-room hotel, three restaurants, food court, night club, sports bar, multi-purpose events center, and related parking. The 180,800 square foot casino would house 2,000 gaming devices and 45 table games.

The site is located at 4751 Astoria Street Northeast, within the City of Salem, Marion County, Oregon and is legally described as follows:

Two parcels of land containing a total of 20.00 acres, more or less, located within the SE¼, Section 1, Township 7 South, Range 3 West, Willamette Meridian, Marion County, Oregon, described as follows:

### *Parcel 1*

Beginning at the Northwest Corner of a tract of land conveyed to Don R. Wyant, Sr., by Deed in Reel 931, Page 480, Marion County Records, at a point which has been recorded to be 43.61

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<sup>1</sup> *Appropriate State and local officials* means the Governor of the State and local government officials within a 25-mile radius of the proposed gaming establishment. 25 CFR §292.2. Please see the enclosed Exhibit A (Regional Cities and Counties within a 25-mile radius).

<sup>2</sup> *Nearby Indian tribe* means an Indian tribe with tribal Indian lands located within a 25-mile radius of the location of the proposed gaming establishment, or, if the tribe has no trust lands, within a 25-mile radius of its government headquarters. 25 CFR §292.2. Based on this term, there is no *Nearby Indian tribe*. Please see the enclosed Exhibit B (Tribal Land within a 25-mile radius).

Chains West of the Northeast Corner of the East Projection of the Adam Stephens and Wife Donation Land Claim, in Section 6, Township 7 South, Range 2 West of the Willamette Meridian, Marion County, Oregon; thence east along the North Line of said tract, 982.09 feet to a point which is 60.00 feet west of the Northwest Corner of a tract of land conveyed to Charles E. Wyant Jr. and Donald R. Wyant Sr. by Deed described in Reel 78, Page 721, Marion County Records; thence South, parallel to the West Line of said Wyant Tract, and its Southerly Projection, 729.99 feet; thence West Parallel to the North line of said Wyant Tract 563.53 feet; thence North 50.00 feet; thence West 422.27 feet to the West line of a tract of land conveyed to Albert Lengren by deed described in Volume 310, Page 520, Marion County Records; thence North 0°18'45" East 680.00 feet to the point of beginning.

*Parcel 2*

Beginning at a point at the Southwest Corner of a tract of land described in Reel 560, Page 310, Marion County Records, at a point which has been recorded to be 2300.76 feet West from the Southeast Corner of the Janet Pugh Donation Land Claim No. 50, in Section 6, Township 7 South, Range 2 West of the Willamette Meridian, Marion County, Oregon, said point also being the Southeast Corner of Brewster Addition, as recorded in Book of Town Plats 16, Page 4, Marion County Records, and on the North Line of a tract of land conveyed to Don Wyant Sr. by Deed described in Reel 931, Page 480, Marion County Records; thence North 0°33'48" West along the East line of said Brewster Addition, 353.60 feet; thence East, parallel to the North line of said Wyant Sr. Tract, 492.78 feet to the East line of Parcel 1 of that Deed recorded in Reel 560, Page 310, Records for Marion County, Oregon; thence South 0°33'48" East, along the East line of said parcel and parallel to the West Line of said Brewster Addition 353.60 feet to the North line of said Wyant Sr. Tract; thence West along said North Line 492.78 feet to the point of beginning.

The BIA respectfully requests that you submit written comments, if any, on the following areas within 60 days of receiving this consultation notice:

1. Information regarding environmental impacts on the surrounding community and plans for mitigating adverse impacts;
2. Anticipated impacts on the social structure, infrastructure, services, housing, community character, and land use patterns of the surrounding community;
3. Anticipated impact on the economic development, income and employment of the surrounding community;
4. Anticipated costs of impacts to the surrounding community and identification of sources of revenue to mitigate them;
5. Anticipated costs, if any, to the surrounding community of treatment programs for compulsive gambling attributable to the proposed gaming establishment; and

6. Any other information that may assist the Secretary in determining whether the proposed gaming establishment would or would not be detrimental to the surrounding community.

Any comments should be submitted in written form and addressed to:

Bureau of Indian Affairs  
Northwest Regional Office  
Attention: Real Estate Services  
911 NE 11<sup>th</sup> Avenue  
Portland, OR 97232

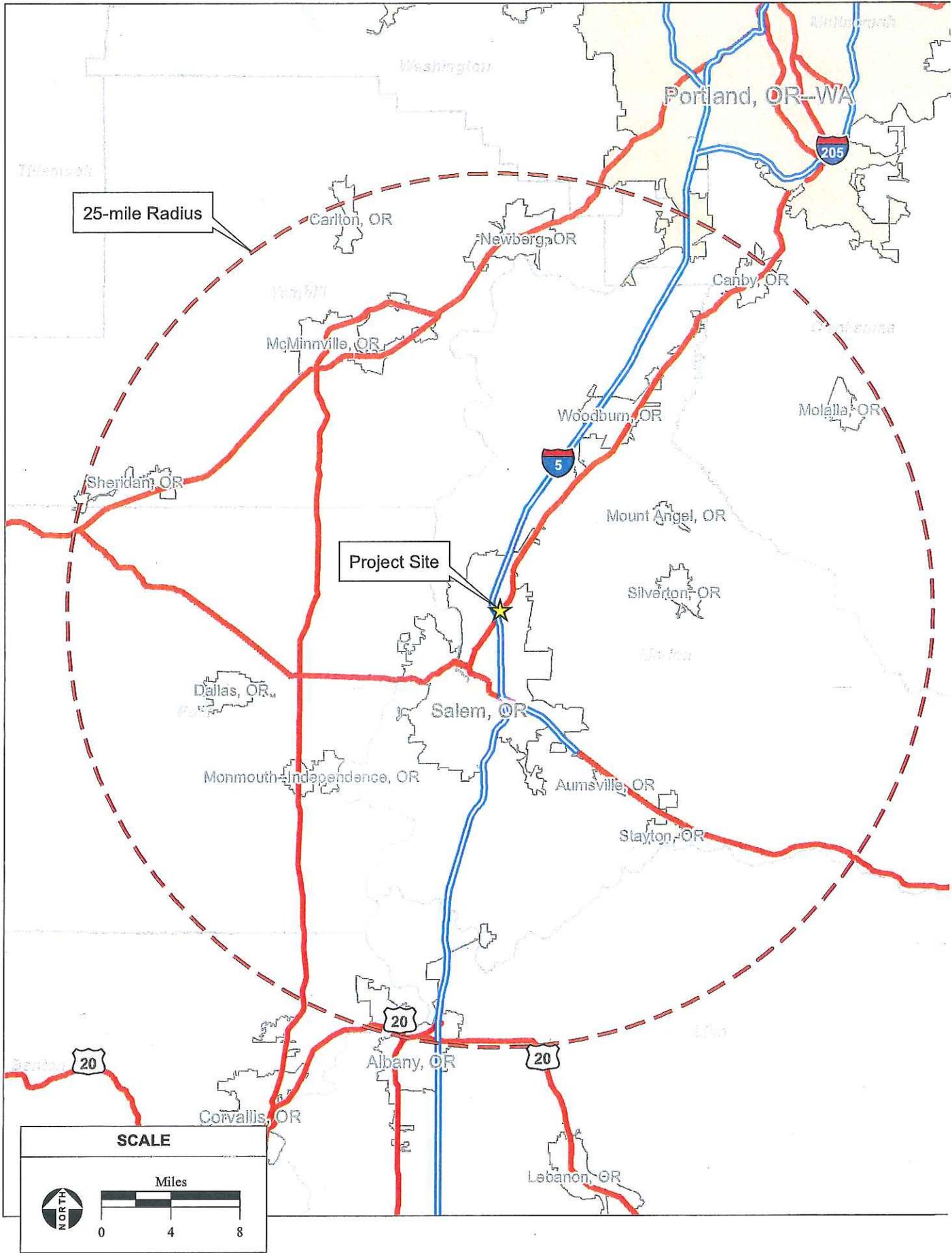
If you have any questions, please contact Sherry A. Johns, Northwest Regional Realty Officer at sherry.johns@bia.gov or (503) 872-2879 or Theresa Cavasos, Realty Specialist at theresa.cavasos@bia.gov or (503) 231-2237.

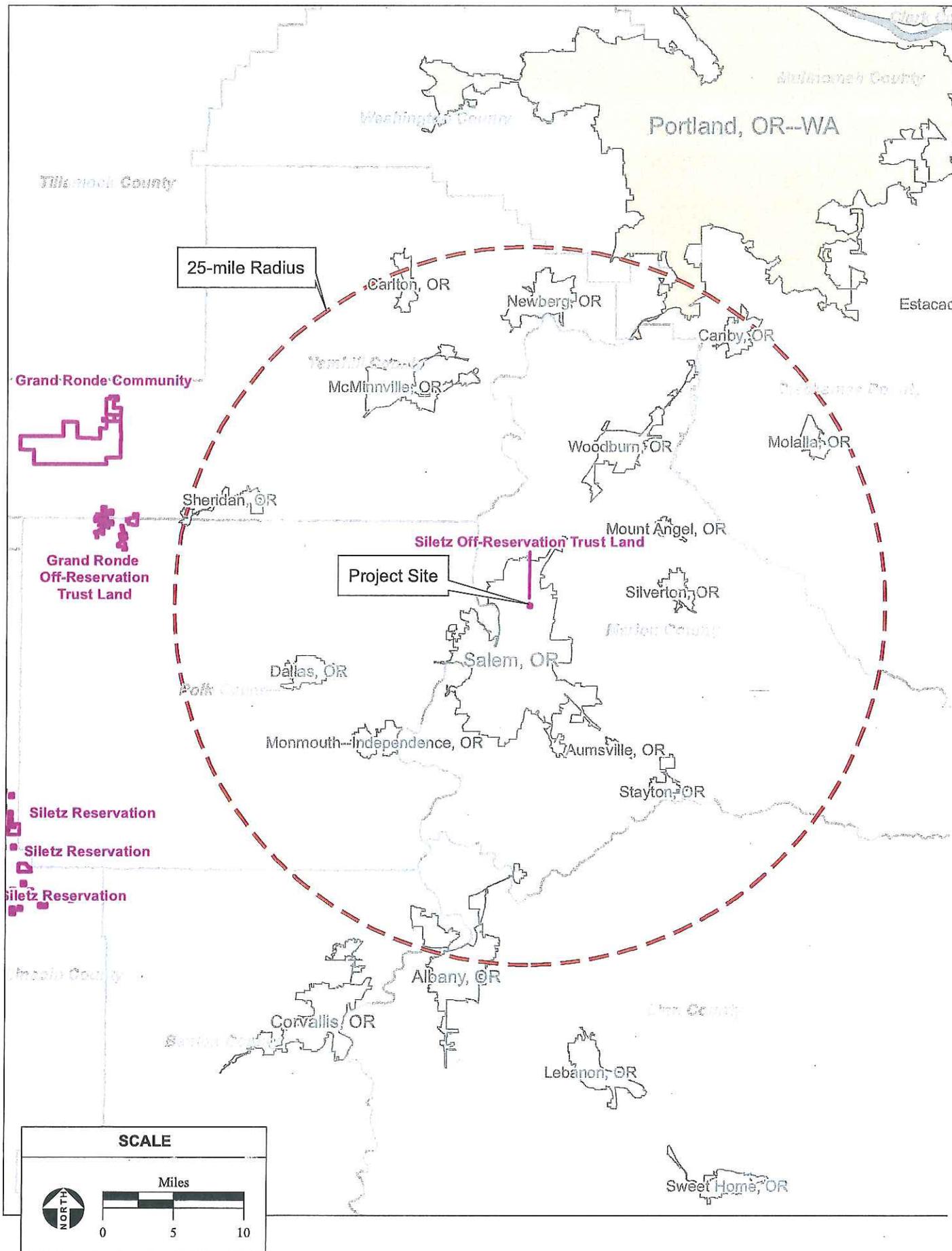
Sincerely,

  
Digitally signed by  
BRYAN MERCIER  
Date: 2020.05.06  
15:55:20 -07'00'  
Bryan K. Mercier, Regional Director

Bryan Mercier  
Northwest Regional Director

Enclosures (Exhibit A and B)





1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2  
3 Resolution R2020-\_\_\_\_\_

4  
5 AUTHORIZING MAYOR TO SEND COMMENT LETTER TO UNITED  
6 STATES DEPARTMENT OF THE INTERIOR BUREAU OF INDIAN  
7 AFFAIRS IN RESPONSE TO NOTICE OF APPLICATION BY THE  
8 CONFEDERATED TRIBES OF THE SILETZ INDIANS OF OREGON  
9

10 WHEREAS, the City received notice regarding the an application filed by the  
11 Confederated Tribes of the Siletz Indians of Oregon to construct a gaming  
12 establishment/hotel in Salem, Oregon;

13 WHEREAS, the notice requested comments within sixty (60) days of receipt;

14 WHEREAS, the City Council desires to have the Mayor send comments in  
15 response to the notification;

16 NOW, THEREFORE,

17 BE IT RESOLVED by the City Council of the City of Keizer that the Mayor is  
18 authorized to send the attached letter to United States Department of the Interior Bureau  
19 of Indian Affairs.

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

22 PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

23 SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

24  
25 \_\_\_\_\_  
26 Mayor

27  
28 \_\_\_\_\_  
29 City Recorder

June 4, 2020

United States Department of the Interior  
Bureau of Indian Affairs  
NW Regional Office  
Attention: Real Estate Services  
911 Northeast 11<sup>th</sup> Avenue  
Portland, OR 97232

Dear Sir or Madam:

In relation to the application by the Confederated Tribes of the Siletz Indians of Oregon to construct a gaming establishment and hotel on property located at 4751 Astoria Street, NE in Salem OR, on behalf of the City of Keizer, I wish to submit the following comments.

The City of Keizer has enjoyed an excellent working relationship with the Confederated Tribes of the Siletz Indians of Oregon over the last many years. As such, we generally support the Tribe's efforts to bring tourism and employment to Salem through the construction of 180,800 square feet of gaming space and a 500-room hotel. This facility will provide jobs, tourism, and needed Transient Occupancy Tax to our region that can then be used to promote the Mid-Willamette Valley for the benefit of both Salem and Keizer.

In review of the application, we have two comments that we wish to provide:

1. The Interstate-5 corridor has limited capacity and the significant additional traffic a facility like this will bring to the area has the potential to overwhelm the system. Specifically, the intersection of Portland Road and Interstate-5, which will be the primary Interchange used to access the facility, should be critically reviewed to guarantee any improvements or enhancements necessary to accommodate the daily peak load are planned and constructed as a requirement of the project. In addition, we request that the Chemawa Road and Interstate-5 interchange as well as all critical surface streets servicing the proposed facility are included in the transportation study area so as to mitigate potential impacts to existing infrastructure capacity.
2. Since housing stock in the Salem and Keizer area is limited and costly, we urge the Tribe to provide appropriate workforce housing to accommodate the additional demand that an influx of employees of the casino/hotel will create. We believe this is a critical element so as to make certain that the employees of the casino can obtain housing with rents that are commensurate with wages, allowing for a higher and more equitable quality of life for the workers.

Thank you for your consideration of these points and please feel free to contact me with any questions you may have.

Kind regards,

Cathy Clark, Mayor  
City of Keizer, OR

CITY COUNCIL MEETING: June 15, 2020

AGENDA ITEM NUMBER: \_\_\_\_\_

**TO: MAYOR CLARK AND CITY COUNCIL MEMBERS**

**FROM: MACHELL DEPINA  
HUMAN RESOURCES DIRECTOR**

**SUBJECT: CITY MANAGER EVALUATION**

**ISSUE**

The City Manager's Employment Contract was previously extended to June 30, 2021 and provides for a yearly performance review. The yearly performance review has been completed for the year ending June 30, 2020 and the Council has determined Chris Eppley's performance is satisfactory.

The City Manager's Employment Contract states that the City Council will express in writing any recommendations and observations. Therefore, I have prepared a Resolution authorizing the Mayor to send a letter to the City Manager satisfying this requirement.

**RECOMMENDATION**

It is recommended that the Council review the attached Resolution and take appropriate action.

If you have any questions regarding this staff report, please contact me by phone at 503-856-3417 or by email at [depinam@keizer.org](mailto:depinam@keizer.org).

Thank you.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R2020-\_\_\_\_\_

3 REGARDING EVALUATION OF CITY MANAGER

4  
5 WHEREAS, the City Manager's Employment Contract states that a yearly  
6 performance review be conducted;

7 WHEREAS, the yearly performance review has been completed for the year  
8 ending June 30, 2020 and the Council has determined that Chris Eppley's performance  
9 is satisfactory;

10 WHEREAS, the Contract has a provision that the City Council express in  
11 writing any recommendations and observations;

12 WHEREAS, the Council wishes to authorize the Mayor to send a letter to Chris  
13 Eppley on behalf of the Council expressing that the requirement to provide written  
14 recommendations and observations has been satisfied;

15 NOW, THEREFORE,

16 BE IT RESOLVED by the City Council of the City of Keizer that the Mayor is  
17 authorized to send a letter to Chris Eppley on behalf of the Council stating that the  
18 requirement to provide written recommendations and observations has been satisfied.

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

21 PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

22 SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

23 \_\_\_\_\_  
24 Mayor

25 \_\_\_\_\_  
26 City Recorder  
27

CITY COUNCIL MEETING: June 15, 2020

AGENDA ITEM NUMBER: \_\_\_\_\_

**TO: MAYOR CLARK AND CITY COUNCIL MEMBERS**

**FROM: MACHELL DEPINA  
HUMAN RESOURCES DIRECTOR**

**SUBJECT: CITY ATTORNEY EVALUATION**

**ISSUE**

The City Attorney's Employment Contract was previously extended to June 30, 2021 and provides for a yearly performance review. The yearly performance review has been completed for the year ending June 30, 2020 and the Council has determined E. Shannon Johnson's performance is satisfactory.

The City Attorney's Employment Contract states that the City Council will express in writing any recommendations and observations. Therefore, I have prepared a Resolution authorizing the Mayor to send a letter to the City Attorney satisfying this requirement.

**RECOMMENDATION**

It is recommended that the Council review the attached Resolution and take appropriate action.

If you have any questions regarding this staff report, please contact me by phone at 503-856-3417 or by email at [depinam@keizer.org](mailto:depinam@keizer.org).

Thank you.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R2020-\_\_\_\_\_

3 REGARDING EVALUATION OF CITY ATTORNEY

4  
5 WHEREAS, the City Attorney's Employment Contract states that a yearly  
6 performance review be conducted;

7 WHEREAS, the yearly performance review has been completed for the year  
8 ending June 30, 2020 and the Council has determined that Shannon Johnson's  
9 performance is satisfactory;

10 WHEREAS, the Contract has a provision that the City Council express in  
11 writing any recommendations and observations;

12 WHEREAS, the Council wishes to authorize the Mayor to send a letter to  
13 Shannon Johnson on behalf of the Council expressing that the requirement to provide  
14 written recommendations and observations has been satisfied;

15 NOW, THEREFORE,

16 BE IT RESOLVED by the City Council of the City of Keizer that the Mayor is  
17 authorized to send a letter to Shannon Johnson on behalf of the Council stating that the  
18 requirement to provide written recommendations and observations has been satisfied.

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

21 PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

22 SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

23 \_\_\_\_\_  
24 Mayor

25 \_\_\_\_\_  
26 City Recorder  
27

**TO: MAYOR CLARK AND COUNCIL MEMBERS**

**THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER**

**FROM: TIM WOOD, FINANCE DIRECTOR**

**SUBJECT: RESOLUTION AUTHORIZING THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH SPRINGBROOK HOLDING COMPANY, LLC FOR MIGRATING TO CLOUD SERVICES, ADDING THE HUMAN RESOURCES (HR) AND THE EMPLOYEE SELF SERVICES (ESS) MODULE, AND ANNUAL SOFTWARE MAINTENANCE**

The City of Keizer utilizes Springbrook as its primary financial, payroll, utility billing and online bill pay software provider. The software was last updated in 2012.

### **Move to Cloud Services**

The City would like to migrate the existing Springbrook Software to the cloud in order to provide a more seamless connection to the web based services currently being utilized. This move will resolve several administrative difficulties associated with the cash receipts process and ACH type transactions.

Moving to the cloud will also ensure that the City is on the most recent version of the software going forward.

### **Human Resources and Employee Self Service**

The City would like to add the integrated HR and ESS modules to automate employee data capture and reporting. By migrating to the cloud the City is able to add these modules at a significantly reduced cost.

Specifically, the HR and ESS modules will provide for:

- Electronic personnel action forms,
- FMLA tracking,
- Training and certification tracking,
- Online open enrollment,
- Automate the cost of living and pay adjustment process,
- Electronic time card entry,
- Automated time off request and approval process,
- Access to online check stubs and W2s, and
- Miscellaneous employee related reporting.

## **Annual Software Maintenance**

Springbrook is requesting that the City enter into a formal agreement to provide annual software maintenance services for Fiscal Year 2020-21.

### **ISSUES AND FISCAL IMPACT:**

The costs are as follows:

Migration to cloud services - \$8,000  
Adding the HR and ESS Modules - \$7,680  
Annual maintenance services - \$37,600

The annual maintenance is included in the Fiscal Year 2020-21 budget the remaining costs will be provided for through a combination of repurposing the server that Springbrook currently resides on rather than buying a new one and IT cost savings during Fiscal Year 2019-20.

### **RECOMMENDATION:**

Staff recommends that the City Council adopt the attached resolution authorizing the Finance Director to enter into an agreement with Springbrook Holding Company, LLC for migrating to cloud services, adding the HR and ESS modules and for annual software maintenance services.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2  
3 Resolution R2020-\_\_\_\_\_

4  
5  
6 AUTHORIZING THE FINANCE DIRECTOR TO SIGN  
7 SPRINGBROOK ORDER FORMS FOR MIGRATION  
8 TO CLOUD SERVICES, SOFTWARE YEARLY  
9 MAINTENANCE, AND ASSOCIATED SERVICES

10  
11  
12 WHEREAS, the City of Keizer has been utilizing a software program called Springbrook for  
13 all general accounting functions since 1998;

14 WHEREAS, the Springbrook software program was updated in 2006;

15 WHEREAS, the Springbrook software program was updated again in 2011;

16 WHEREAS, it has been determined that utilization of the Springbrook cloud services  
17 software would be beneficial to the City;

18 WHEREAS, yearly maintenance costs are needed to use the Springbrook software program;

19 WHEREAS, the costs associated with upgrading to a cloud based service and the yearly  
20 maintenance costs are included in the upcoming fiscal year budget;

21 NOW, THEREFORE,

22 BE IT RESOLVED by the City Council of the City of Keizer that the Finance Director is  
23 hereby authorized to sign the Springbrook Software Order Forms as attached.

24 ///

25 ///

26 ///

27 ///

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

3 PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

4  
5 SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

6  
7  
8 \_\_\_\_\_  
9 Mayor

10  
11 \_\_\_\_\_  
12 City Recorder



Keizer, OR - City of ORDER FORM

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**Keizer, OR - City of : Migration to Cloud Services  
May 01, 2020**

**Porsche Chambers-Winston  
Account Manager  
503-820-2231  
porsche.chambers-winston@sprbrk.com**



Keizer, OR - City of ORDER FORM

Professional Services				
Product Name	Description	Qty	Sales Price	Total Price
PS - Item Professional Services	T&M Services Standard professional services	80.00	\$100.00	\$8,000.00
				Grand Total: \$8,000.00



## Keizer, OR - City of – ORDER FORM

Order Detail	
General Information	
Customer Name	Keizer, OR - City of
Customer Contact	Tim Wood
Customer Address	930 Chemawa Road, Keizer, Oregon, 97307
Governing Agreement(s)	This Order Form is governed by the applicable Springbrook Professional Services terms found at <a href="https://sprbrk.box.com/v/sprbrk-svcs-terms">https://sprbrk.box.com/v/sprbrk-svcs-terms</a> .
Term(s)	-
Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms, Professional Services start on the date listed in this Order Form, the applicable Statement of Work, or the Governing Agreement, as applicable.
Order Duration	Unless otherwise specified in the Special Order Terms, Professional Services continue for the duration as outlined in this Order Form, the applicable Statement of Work, or the Governing Agreement.
Special Order Terms	In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.
Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoices will be issued monthly as work is performed.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable <b>net 30 days</b> .
Special Payment Terms	None unless otherwise specified in this section.



**Keizer, OR - City of – ORDER FORM**

**Accounts Payable Contact Information (Required)**

Name	Tim Wood
Title	Finance Director
Phone Number	5033903700 x3
Email Address:	woodt@keizer.org
Billing Address	930 Chemawa Road, Keizer, Oregon, 97307
Delivery Address	930 Chemawa Road, Keizer, Oregon, 97307
Method of Invoicing	All invoices will be sent electronically to the Email Address provided above unless otherwise specified in Special Invoicing Needs. .
Special Invoicing Need	Invoice Delivery by Post is Required

**Signature Section (Required)**

Vendor	Springbrook Holding Company, LLC	Customer	Keizer, OR - City of
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory		Title of Authorized Signatory	
Name (Print) of Authorized Signatory		Name (Print) of Authorized Signatory	

**Additional Signatures Section (Optional)**

Customer		Customer	
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory		Title of Authorized Signatory	
Name (Print) of Authorized Signatory		Name (Print) of Authorized Signatory	

**Purchase Order Reference (Optional)**

<p>If Customer requires PO number on invoices, it <b>must</b> be provided to the right and Customer <b>must provide Springbrook copy of the PO prior to invoice issuance.</b> If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.</p>	<p>PO# (If required):</p>
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Keizer, OR - City of ORDER FORM

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**Keizer, OR - City of : HR & ESS Module Services  
July 01, 2020**

**Porsche Chambers-Winston  
Account Manager  
503-820-2231  
[porsche.chambers-winston@sprbrk.com](mailto:porsche.chambers-winston@sprbrk.com)**



Keizer, OR - City of ORDER FORM

Professional Services

Product Name	Description	Qty	Sales Price	Total Price
PS - Item Professional Services	T&M Services Standard professional services	64.00	\$120.00	\$7,680.00

Grand Total: \$7,680.00



## Keizer, OR - City of – ORDER FORM

Order Detail	
General Information	
Customer Name	Keizer, OR - City of
Customer Contact	Tim Wood
Customer Address	930 Chemawa Road, Keizer, Oregon, 97307
Governing Agreement(s)	This Order Form is governed by the applicable Springbrook Professional Services terms found at <a href="https://sprbrk.box.com/v/sprbrk-svcs-terms">https://sprbrk.box.com/v/sprbrk-svcs-terms</a> .
Term(s)	-
Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms, Professional Services start on the date listed in this Order Form, the applicable Statement of Work, or the Governing Agreement, as applicable.
Order Duration	Unless otherwise specified in the Special Order Terms, Professional Services continue for the duration as outlined in this Order Form, the applicable Statement of Work, or the Governing Agreement.
Special Order Terms	In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.
Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoices will be issued monthly as work is performed.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable <b>net 30 days</b> .
Special Payment Terms	None unless otherwise specified in this section.



## Keizer, OR - City of – ORDER FORM

### Accounts Payable Contact Information *(Required)*

Name	Tim Wood
Title	Finance Director
Phone Number	5033903700 x3
Email Address:	woodt@keizer.org
Billing Address	930 Chemawa Road, Keizer, Oregon, 97307
Delivery Address	930 Chemawa Road, Keizer, Oregon, 97307
Method of Invoicing	All invoices will be sent electronically to the Email Address provided above unless otherwise specified in Special Invoicing Needs. .
Special Invoicing Need	Invoice Delivery by Post is Required

### Signature Section *(Required)*

Vendor	Springbrook Holding Company, LLC	Customer	Keizer, OR - City of
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory		Title of Authorized Signatory	
Name (Print) of Authorized Signatory		Name (Print) of Authorized Signatory	

### Additional Signatures Section *(Optional)*

Customer		Customer	
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory		Title of Authorized Signatory	
Name (Print) of Authorized Signatory		Name (Print) of Authorized Signatory	

### Purchase Order Reference *(Optional)*

<p>If Customer requires PO number on invoices, it <b>must</b> be provided to the right and Customer <b>must provide</b> Springbrook copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.</p>	PO# <i>(If required)</i> :
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**Keizer, OR - City of  
May 21, 2020**

**Porsche Chambers-Winston  
Account Manager  
503-820-2231  
porsche.chambers-winston@sprbrk.com**



KEIZER, OR - CITY OF – ORDER FORM

Software

Annual Subscriptions

Product Code	Product Name	Description	Qty	Sales Price	Total Price
SS60	SS60 - Springbrook	SaaS: Finance Suite	1.00	\$13,500.00	\$13,500.00
AS00	AS - Addon Item - SaaS	SaaS: Postal Link/Certification	1.00	\$4,500.00	\$4,500.00
AS00	AS - Addon Item - SaaS	SaaS: Utility Billing	1.00	\$9,500.00	\$9,500.00
AS00	AS - Addon Item - SaaS	SaaS: Payroll	1.00	\$6,500.00	\$6,500.00

Grand Total: \$34,000.00



## KEIZER, OR - CITY OF – ORDER FORM

Order Detail	
General Information	
Customer Name	Keizer, OR - City of
Customer Contact	Tim Wood
Customer Address	930 Chemawa Road, Keizer, Oregon, 97307
Governing Agreement(s)	This Order Form is governed by the applicable Springbrook terms found at: <a href="https://sprbrk.box.com/v/sprbrk-saas-terms">https://sprbrk.box.com/v/sprbrk-saas-terms</a>
Term(s)	-
Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"><li>- Software Licenses &amp; Subscriptions start on the date of delivery by Springbrook and</li><li>- Hosting and Support start on Springbrook's delivery of the software hosted and/or supported.</li></ul>
Order Duration	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"><li>- Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase.</li><li>- Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months).</li></ul>
Special Order Terms	- In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.
Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total \$ above will be issued on the Order Start Date.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable <b>net 30 days</b> .
Special Payment Terms	None unless otherwise specified in this section.



KEIZER, OR - CITY OF – ORDER FORM

Accounts Payable Contact Information <i>(Required)</i>			
First Name	Tim	Last Name	Wood
Title	Finance Director		
Phone Number	5033903700 x3		
Email Address:	woodt@keizer.org		
Billing Address	930 Chemawa Road, Keizer, Oregon, 97307		
Delivery Address	930 Chemawa Road, Keizer, Oregon, 97307		
Method of Invoicing	All invoices will be sent electronically to the Email Address provided above unless otherwise specified in Special Invoicing Needs. .		
Special Invoicing Need	Invoice Delivery by Post is Required		
Signature Section <i>(Required)</i>			
Vendor	Springbrook Holding Company, LLC	Customer	Keizer, OR - City of
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory		Title of Authorized Signatory	
Name (Print) of Authorized Signatory		Name (Print) of Authorized Signatory	
Additional Signatures Section <i>(Optional)</i>			
Customer		Customer	
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory		Title of Authorized Signatory	
Name (Print) of Authorized Signatory		Name (Print) of Authorized Signatory	
Purchase Order Reference <i>(Optional)</i>			
<p>If Customer requires PO number on invoices, it <b>must</b> be provided to the right and Customer <b>must</b> provide Springbrook copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.</p>			PO# <i>(If required)</i> :



**Keizer, OR - City of  
May 21, 2020**

**Porsche Chambers-Winston  
Account Manager  
503-820-2231  
porsche.chambers-winston@sprbrk.com**



Software

Annual Subscriptions

Product Code	Product Name	Description	Qty	Sales Price	Total Price
AS00	AS - Addon Item - SaaS	SaaS: Human Resources Management	1.00	\$1,800.00	\$1,800.00
AS00	AS - Addon Item - SaaS	SaaS: Employee Self Services	1.00	\$1,800.00	\$1,800.00

Grand Total: \$3,600.00



Order Detail	
General Information	
Customer Name	Keizer, OR - City of
Customer Contact	Tim Wood
Customer Address	930 Chemawa Road, Keizer, Oregon, 97307
Governing Agreement(s)	This Order Form is governed by the applicable Springbrook terms found at: <a href="https://sprbrk.box.com/v/sprbrk-saas-terms">https://sprbrk.box.com/v/sprbrk-saas-terms</a>
Term(s)	-
Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: - Software Licenses & Subscriptions start on the date of delivery by Springbrook and - Hosting and Support start on Springbrook’s delivery of the software hosted and/or supported.
Order Duration	Unless otherwise specified in the Special Order Terms: - Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer’s first Subscription purchase. - Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months).
Special Order Terms	- In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.
Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total \$ above will be issued on the Order Start Date.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable <b>net 30 days</b> .
Special Payment Terms	None unless otherwise specified in this section.



KEIZER, OR - CITY OF – ORDER FORM

Accounts Payable Contact Information <i>(Required)</i>			
First Name	Tim	Last Name	Wood
Title	Finance Director		
Phone Number	5033903700 x3		
Email Address:	woodt@keizer.org		
Billing Address	930 Chemawa Road, Keizer, Oregon, 97307		
Delivery Address	930 Chemawa Road, Keizer, Oregon, 97307		
Method of Invoicing	All invoices will be sent electronically to the Email Address provided above unless otherwise specified in Special Invoicing Needs. .		
Special Invoicing Need	Invoice Delivery by Post is Required		
Signature Section <i>(Required)</i>			
Vendor	Springbrook Holding Company, LLC	Customer	Keizer, OR - City of
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory		Title of Authorized Signatory	
Name (Print) of Authorized Signatory		Name (Print) of Authorized Signatory	
Additional Signatures Section <i>(Optional)</i>			
Customer		Customer	
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory		Title of Authorized Signatory	
Name (Print) of Authorized Signatory		Name (Print) of Authorized Signatory	
Purchase Order Reference <i>(Optional)</i>			
<p>If Customer requires PO number on invoices, it <b>must</b> be provided to the right and Customer <b>must</b> provide Springbrook copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.</p>			PO# <i>(If required)</i> :



**Keizer, OR - City of  
May 21, 2020**

**Porsche Chambers-Winston  
Account Manager  
503-820-2231  
porsche.chambers-winston@sprbrk.com**



KEIZER, OR - CITY OF – ORDER FORM

Software

Annual Subscriptions

Product Code	Product Name	Description	Qty	Sales Price	Total Price
HW68	HW68 - 3PP Springbrook	Payment Pad (with Printer)	1.00	\$0.00	\$0.00
AT00	AT - AddOn Item Transaction	CivicPay transaction fee	1.00	\$1.00	\$0.00

Grand Total: \$0.00



## KEIZER, OR - CITY OF – ORDER FORM

Order Detail	
General Information	
Customer Name	Keizer, OR - City of
Customer Contact	Tim Wood
Customer Address	930 Chemawa Road, Keizer, Oregon, 97307
Governing Agreement(s)	This Order Form is governed by the applicable Springbrook terms found at: <a href="https://sprbrk.box.com/v/sprbrk-saas-terms">https://sprbrk.box.com/v/sprbrk-saas-terms</a>
Term(s)	-
Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"><li>- Software Licenses &amp; Subscriptions start on the date of delivery by Springbrook and</li><li>- Hosting and Support start on Springbrook's delivery of the software hosted and/or supported.</li></ul>
Order Duration	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"><li>- Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase.</li><li>- Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months).</li></ul>
Special Order Terms	- In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.
Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total \$ above will be issued on the Order Start Date.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable <b>net 30 days</b> .
Special Payment Terms	None unless otherwise specified in this section.



KEIZER, OR - CITY OF – ORDER FORM

Accounts Payable Contact Information <i>(Required)</i>			
First Name	Tim	Last Name	Wood
Title	Finance Director		
Phone Number	5033903700 x3		
Email Address:	woodt@keizer.org		
Billing Address	930 Chemawa Road, Keizer, Oregon, 97307		
Delivery Address	930 Chemawa Road, Keizer, Oregon, 97307		
Method of Invoicing	All invoices will be sent electronically to the Email Address provided above unless otherwise specified in Special Invoicing Needs. .		
Special Invoicing Need	Invoice Delivery by Post is Required		
Signature Section <i>(Required)</i>			
Vendor	Springbrook Holding Company, LLC	Customer	Keizer, OR - City of
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory		Title of Authorized Signatory	
Name (Print) of Authorized Signatory		Name (Print) of Authorized Signatory	
Additional Signatures Section <i>(Optional)</i>			
Customer		Customer	
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory		Title of Authorized Signatory	
Name (Print) of Authorized Signatory		Name (Print) of Authorized Signatory	
Purchase Order Reference <i>(Optional)</i>			
<p>If Customer requires PO number on invoices, it <b>must</b> be provided to the right and Customer <b>must</b> provide Springbrook copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.</p>			PO# (If required):



**PAX STANDARD MANUFACTURER'S WARRANTY DOCUMENT**

Hardware-PAX guarantees that all PAX hardware products are warranted to be free from any defect in workmanship and material that may occur within two (2) years from date of initial shipment from PAX's facility. This warranty is transferable. PAX will either repair or replace the products. Customer will pay expenses for return of such Products to PAX. PAX will pay expenses for shipment of repaired or replacement Products, via standard ground shipment, except for Products returned to Customer from another country. Repair or replacement of a Product (or any part thereof) does not extend the warranty period for such Product. Product accessories such as cables, rechargeable batteries and supplies are not covered in the PAX warranty unless out of box failure (OBF).

If a warranty claim is made, PAX shall have the right to verify the claim at the purchaser's assistance, and in case of a verified claim, PAX shall have the right, at its sole discretion, to either repair or replace the Product at its own cost, or refund the purchase price, less shipping and handling (if applicable). No warranty shall apply if the Product: a) has been disassembled, worked upon, altered or repaired by a person other than one duly authorized in writing by PAX; b) has been subject to misuse, or use not in accordance with the product manual; c) has been deliberately, negligently or accidentally damaged other than by normal use of the Product; d) is one whose serial number has been altered, defaced or removed by any person other than one duly authorized in writing by PAX; or e) is not manufactured, assembled or sold by PAX.

Please note that opening the unit yourself will void your warranty, and erase fill data, applications, and encryption keys on the terminal.

Please note that it may be necessary for the terminal to be re-encrypted following some types of repairs. PAXTechnology is not responsible for any costs relating to the re-encryption of a repaired terminal.

PAX's Disclaimer of Warranty. Any software provided by the PAX is licensed "as-is." Users bear the risk of using it. PAX gives no express warranties, guarantees or conditions. Users may have additional consumer rights under their local laws which this agreement cannot change. To the extent permitted under the users' local laws, PAX excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

Out of Warranty Repairs-The warranty does not cover units damaged by: customer abuse, fire, spillage or flood, power surge or any electrical incident or units that have been connected to peripherals that are not authorized by PAX. Also the warranty is voided for units that have been opened by unauthorized repair centers or security seal is broken or destroyed. The serial number has to be visible and not altered in any way and also has to match the electronically stored serial number in the terminal. PAX warranties do not apply to repairs resulting from; damage resulting from negligence, accident, or environmental stress; any Customer or third party supplied software or supplies; unauthorized repair or modification;

improper site preparation or configuration, improper use, operation or implementation outside of the Product original specifications. Out of Warranty Repairs will apply.

Customer Abuse:



Abuse is defined as incidents requiring repair that are a result of damage due to normal usage and service. Some examples include a forced pulled pen cable from the connector, damaged glass screen from external blunt force, cracked terminal covers, repairs needed due to environmental stress such as hurricane, earthquake, flood, accident, liquid spillage such as soft drinks, and loss or damage in transit.

THIS WARRANTY IS EXPRESSED IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON PAX'S PART, AND IT NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PARTY TO ASSUME FOR PAX ANY OTHER LIABILITIES. THE FOREGOING CONSTITUTES THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR THE FURNISHING OF DEFECTIVE OR NONCONFORMING PRODUCTS AND PAX WILL NOT IN ANY EVENT BE LIABLE FOR DOWNTIME COSTS, LOSS OF PROFITS, REVENUES OR GOODWILL, RELIABILITY DAMAGES, LOSS OF DATA, LOSS OF USE, DAMAGE TO ANY ASSOCIATED EQUIPMENT, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES BY REASON OF THE FACT THAT SUCH PRODUCTS WILL HAVE BEEN DETERMINED TO BE DEFECTIVE OR NONCONFORMING.