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# **AGENDA**

## **KEIZER CITY COUNCIL**

### **REGULAR SESSION**

**Monday, July 3, 2023**

**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 – BJ Toewe and John Goodyear**

**5. COMMITTEE REPORTS**

**6. PUBLIC COMMENTS**

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

**7. PUBLIC HEARINGS**

**a. RESOLUTION – Adopting Land Use Fees relating to Partitions and Subdivisions; Repealing Resolution R2016-2678.**

**RESOLUTION – Adopting Land Use and Sign Permit Fees unrelated to Partitions and Subdivisions; Repealing Resolution R2019-2963.**

**b. ORDINANCE – Declaring a Lien Against Property Located at 1551 Sieburg Street Northeast, Keizer, Oregon and Directing the City Recorder to Enter Such Lien in the Minor Lien Docket Pursuant to Ordinance No. 94-282 (Nuisance Abatement Procedure); Declaring an Emergency.**

**8. ADMINISTRATIVE ACTION**

**a. ORDINANCE – Amending Ordinance No. 2020-812 (Prohibiting Camping On Sidewalks, Public Property And Public Rights-Of-Way); Declaring an Emergency.**

- b. ORDINANCE – Amending Ordinance Relating to the Regulation of Fireworks Within the City of Keizer (Amending Ordinance No. 2022-851); Declaring an Emergency.
- c. Community Center Fee Waiver – Boy Scouts of America – Ed Harris Memorial Trade-O-Ree.
- d. Fee Waiver for Keizer Chamber Of Commerce Concert In The Park.

9. CONSENT CALENDAR

- a. RESOLUTION – Authorizing the City Manager and Chief of Police to sign Peer Court Intergovernmental Agreement.
- b. RESOLUTION – Authorization the Finance Director to sign Amendment No. 1 to Coronavirus State Fiscal Recovery Fund Grant Agreement 8015 (Meadows Pump Station and CASA Support).
- c. Approval of June 20, 2023 Regular Session Minutes.

10. OTHER BUSINESS

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

11. STAFF UPDATES

12. COUNCIL MEMBER REPORTS

13. AGENDA INPUT

July 10, 2023 – 7:00 p.m.  
City Council Work Session

July 17, 2023 – 6:00 p.m.  
City Council Regular Session

August 7, 2023 – 7:00 p.m.  
City Council Regular Session

14. ADJOURNMENT

*City of Keizer Mission Statement*

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



CITY COUNCIL MEETING: JULY 3, 2023

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: Tracy Davis, City Recorder/Community Center Manager

SUBJECT: Volunteer of the Quarter Award

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**PROPOSED MOTION:**

*No motion necessary.*

**I. SUMMARY:**

At their meeting on June 8, 2023, the Volunteer Coordinating Committee reviewed and discussed a nomination submitted by Kris Adams to recognize B.J. Toewe and John Goodyear for the Volunteer of the Quarter Award. The Committee unanimously voted to recognize them for their volunteer work related to the Keizer Community Library. The nomination and a supporting letter are attached.

**II. BACKGROUND:**

The Volunteer Coordinating Committee serves in an advisory capacity to the City Council and is responsible for making recommendations for appointments to various Boards and Commissions. The Committee is also responsible for recognition of City volunteers.

**III. CURRENT SITUATION:**

Ms. Toewe and Mr. Goodyear have been invited to the meeting to accept the award. Our thanks and congratulations to them for their contributions to our community.

**RECOMMENDATION:**

Staff recommends the Mayor present the Volunteer of the Quarter award to B.J. Toewe and John Goodyear

A new submission has been received for Volunteer of the Quarter Nomination at 04/17/2023 4:35 PM

Name of Nominee: BJ Towee

Address of Nominee: 617 Lakefair Place N Keizer

Nominee Phone Number or Contact Information: 5035808969.

\*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::

BJ has volunteered with the Keizer Community Library for a few years now. She spent her years in library service at director levels and her favorite area was the Children Services area. At the Keizer Community Library she has worked the circulation desk, ran the Storytime events and has helped in the growth of the library. She is on the Board of the Library and has been instrumental in many areas. She led the ballot campaign for the library to become public, working tirelessly to make this a possibility. She is unbelievably invested in the library. I feel she is definitely deserving of being chosen for Keizer's Volunteer of the Quarter. Thank you.

File Upload (ONE ONLY): No File Uploaded

Please explain the impacts these contributions have had on the city of Keizer or the Keizer community::

She has really helped in the library growth and getting the message out that we are here and offer many services for the public. She uses her voice and work to make a difference.

Your Name: Kris Adams

Your Address: 977 Moneda Ave N

Your contact information (email or phone): adamskr59@comcast.net

May 26, 2023

### Volunteer of the Quarter Nomination

Nominee: BJ Toewe  
617 Lakefair Place N.  
Keizer, Oregon 97303  
503-580-8969

**\*\*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:**

I would very much like to nominate BJ Toewe for her contributions and dedication to the Keizer Community Library. She has a passion for providing a wonderful place for anyone in the community to go to obtain literacy material and obtain help with research on any topic of interest. BJ has been instrumental in growing the Children's Reading Program which is an invaluable asset to Keizer's children and families. Her background, experience and love for this much needed service to our community is why BJ should receive the prestigious award and recognition as "Volunteer of the Quarter".

**\*Please explain the impacts these contributions have had on the city of Keizer or the Keizer community:**

BJ's efforts over the last 3 years as a Board Member of the Keizer Community Library and her willingness to run a campaign in 2022 for becoming a public library has brought an awareness to our community of the importance of having a quality library for our city. Her dedication is evident as she has continued to volunteer many hours of her time to benefit all the citizens of Keizer.

Nominator: Rhonda Rich  
1480 Rafael St. N.  
Keizer, Oregon 97303  
rhondarich9@aol.com



CITY COUNCIL MEETING: JULY 3, 2023

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: Shane Witham, Planning Director

SUBJECT: **FEES: ESTABLISHING FEES FOR MIDDLE HOUSING LAND DIVISIONS AND INCREASING FEES TO ACCOUNT FOR COST OF LIVING INCREASES FOR STAFF COSTS**

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**PROPOSED MOTION:**

*I move the City Council adopt Resolution R2023-\_\_\_ Adopting Land Use Fees Relating to Partitions and Subdivisions; Repealing Resolution R2016-2678.*

AND

*I move the City Council adopt Resolution R2023-\_\_\_ Adopting Land Use and Sign Permit Fees Unrelated to Partitions and Subdivisions; Repealing Resolution R2019-2963.*

**I. SUMMARY:**

This matter is before the Council for public hearing to consider the adoption of fees for the Planning Department Administrative Action Fees and Land Use Fees. The proposal includes the establishment of new fees for Middle Housing Land Divisions and associated appeals, along with an increase to existing fees to account for cost of living increases for the cost of staff time to process applications.

**II. BACKGROUND:**

- A. The City needs to establish fees for Middle Housing Land Divisions and associated appeals, due to the creation of the new application type mandated by state law. Staff had been under an incorrect assumption that these application types would be considered “expedited” reviews and therefore, the fees associated with expedited applications would apply. However, the legal department identified this was not the case and informed staff that fees must be formally adopted for the Middle Housing Land Divisions and associated appeals.

- B. Staff felt it was appropriate to review the existing fee schedule, since there have been no adjustments to it since 2016, when “expedited” land use fees were established and a cost of living adjustment was made to the previously adopted fee schedule from 2014. It should be noted the land use fee schedule is not subject to automatic adjustments or indexing to account for annual cost of living increases.
- C. Staff conducted research of some other jurisdictions for comparison and found there is not a clear standard or “norm” for land use fees from city to city. The table showing the research which was provided to Planning Commission is attached for your reference.
- D. Historically, Keizer has not established fees in order to generate revenue, but rather to offset some of the costs of processing applications. Keizer prides itself on keeping fees low and our processes streamlined for the benefit and convenience of property owners. This trait has been identified as one of the strategies we employ as a City to support and encourage development. Due to these values and the lack of consistency in our comparison research, staff was only comfortable in recommending an increase commensurate with the known costs associated with cost of living adjustments. The result is a 20.5% increase to most fees. It should be noted, that even with the proposed 20.5% increase, Keizer will continue to have some of the lowest fees in our area.
- E. Staff consulted with the legal department regarding the adequacy of the fee charged for a legal lot determination (currently \$77) since these requests have taken a fairly significant amount of research and time. Based on input from the legal department, it is recommended that the fee be set at the same level as the fee for a final plat review, based on the amount of work required.
- F. Planning Commission held a public hearing on the proposed fees on May 10, 2023 and unanimously recommended approval to council. However, due to an error in the proposed fee schedule, a second public hearing was held at the June 14, 2023 Planning Commission meeting where the Planning Commission recommended unanimously that Council adopt the proposed fees.

### **III. CURRENT SITUATION:**

- A. Currently, there are no specific fees identified for Middle Housing Land Divisions or associated appeals. While no applications have been received to date and staff would attempt to apply the fee that is charged for an “expedited” land use review, this could be challenged and therefore fees for Middle Housing Land Divisions and appeals need to be adopted.
- B. The Current Fee schedule was last adjusted in 2016, when the City adopted fees for “expedited” reviews. At that time, adjustments were made to the fee schedule to account for cost of living increases to staff wages.

- C. The proposed fee schedule for Council's consideration establishes new fees for Middle Housing Land Divisions and associated appeals, increases existing fees 20.5% to account for the actual cost of living adjustments made for non-represented employees since 2016 (which includes 3% for Fiscal year 2023-24), and increases the fee charged for a legal lot determination to more accurately reflect the amount of time being spent by our legal team on these requests.

#### IV. ANALYSIS:

- A. **Strategic Impact** – No strategic impact
- B. **Financial** – The financial impact to the fee adjustment is minimal. While it could be argued that a 20.5% overall increase is substantial numerically, due to the overall number of applications received and applied for each year, this will have a minimal impact on the City's revenue generation. In addition, the proposed fees are still lower than most communities and fees have not been increased for the past seven years.
- C. **Timing** – Planning Commission unanimously recommended approval of the proposed fees at their June 14, 2023 meeting, and it is now before City Council for public hearing and consideration
- D. **Policy/legal** – A public hearing is required for Council to consider certain land use fees, and staff felt it was appropriate to bring all of the fees before both Planning Commission and City Council for public hearing, as opposed to only holding the public hearing on select fees.

#### ALTERNATIVES:

- A. Recommended: Adopt the proposed Resolutions.
- B. Only adopt fees for Middle Housing Land Divisions and associated appeals, but make no other changes to the existing fee schedule. If this option is selected, it is staff's recommendation the fee be set to that of the current existing fee for expedited reviews, since by statute all middle housing land divisions are expedited reviews.
- C. Adopt fees at a different rate than what is proposed, based on Council's desire.
- D. Not recommended: Take No Action – No fees would be established for Middle Housing Land Divisions, and no increases to fees would be adopted. This would result in an issue for staff to collect fees or recoup costs associated with processing land use decisions, especially Middle Housing Land Divisions.

**RECOMMENDATION:**

Staff recommends that the City Council open the public hearing to consider the proposed changes to the Planning Department Administrative Action Fees and Land Use Fees, close the public hearing, deliberate, and by motion adopt the attached resolutions establishing the fees.

**ATTACHMENTS:**

- Proposed Fee Schedule showing existing and proposed fees
- Table of research on fees for some comparative cities
- Resolution R2023-\_\_\_ Adopting Land Use Fees Relating to Partitions and Subdivisions; Repealing Resolution R2016-2678
- Resolution R2023-\_\_\_ Adopting Lane Use and Sign Permit Fees Unrelated to Partitions and Subdivisions; Repealing Resolution R2019-2963

	CURRENT	PROPOSED 20.5% INCREASE	PROPOSED FEE (rounded to nearest dollar)
Annexation	\$1,790	\$367	\$2,157
Appeals - Hearings Officer	\$365	\$75	\$440
Appeals - Staff Decision	\$250	\$51	\$250
Childcare License Zoning Review	\$38	\$8	\$46
Comp Plan Amendment	\$2,495	\$511	\$3,006
Conditional Use	\$710	\$146	\$856
Dealer's License (new)	\$38	\$8	\$46
Dealer's License (renewal)	\$15	\$3	\$18
Development Standard Alternative	\$710	\$146	\$856
Expedited - Appeal			\$250
Final Plat Review	\$360	\$74	\$434
Floodplain	\$405 (+ \$15/lot)	\$83	\$488 + \$18/lot
Historical Resource	\$150	\$31	\$181
Land Use Compatibility Statement	\$38	\$8	\$46
Legal Lot Determination	\$77	\$16	\$434 (not based on percent but work)
Manufactured Home Park	\$2,800 + 38X # of acres over 4	\$574 + 8	\$3,374 + 46 X # of acres over 4
Master Plan	\$2,800 + 38 X # of acres over 4	\$574 + 8	\$3,374 + 46 X # of acres over 4
Master Plan Amendment	\$2,100	\$431	\$2,531
Middle Housing Land Division (up to 3 lots)	NEW		\$1,554 (same as expedited Par)
Middle Housing Land Division (4 or more lots)	NEW		\$4,700 (same as expedited Sub)
Middle Housing Land Division Appeal	NEW		\$250
Mobile Food Vendor Premise Permit	\$75	\$15	\$90
Partition	\$950	\$195	\$1,145
Partition - Cottage Cluster	\$950	\$195	\$1,145
Partition - Expedited	\$1,290	\$264	\$1,554
Partition - Extension Fee	\$160	\$33	\$193
Partition - Final Plat Review	\$360	\$74	\$434
Partition - TIA Review	\$660	\$135	\$795
Planned Unit Development	\$2,800 + 38 X # of acres over 4	\$574	\$3,374 + 46 X # of acres over 4
Prop Line Adjustment	\$405	\$83	\$488



KEIZER FEE TITLE	NEWBERG	ALBANY	WOODBURN (Current 2008)	WOODBURN	STAYTON	WILSONVILLE	SILVERTON
<b>Annexation</b> <i>*Average for 6 cities was \$3,800</i>	\$2,833 + \$270 per acre		\$2,659 < 1 acre \$3,418 > 1 acre (heard by PC & CC)	\$3,590 < 1 acre \$4,615 > 1 acre (heard by PC & CC)	\$4,500	\$5,331	\$2,750
Appeals - Hearings Officer	\$1,239	\$1,039	\$100 + 1/2 or original app fee	\$135 + 1/2 or original app fee	\$400	\$1,392	\$500
Appeals - Staff Decision	\$582	\$346	\$250	\$338	\$250	\$580	\$500
Childcare License Zoning Review							
<b>Comp Plan Amendment</b> <i>*Average for 6 cities \$3,295</i>	\$2,655.00	\$4,332	\$3,133 < 1 acre \$3,481 > 1 acre (heard by PC & CC)	\$4,230 < 1 acre \$4,700 > 1 acre (heard by PC & CC)	\$2,000	\$3,804	\$2,750
<b>Conditional Use</b> <i>*With \$500 subtracted for those that have hearings or review board: average \$1,806</i>	\$2,155 (reviewed by PC)	\$644 (staff decision) \$3468 (Public Hearing)	\$3,591 (PC Public Hearing)	4848 (hearing with PC)	\$1,700 (PC review)	\$3,090	\$1,100 (with hearing)
Dealer's License (new)							
Dealer's License (renewal)							
Development Standard Alternative							
Expedited – Appeal <i>*SAME AS HO APPEAL FEE</i>		\$300 dep \$max \$500 (ORS197.375(6))					
<b>Final Plat Review</b> <i>*This is called FINAL APPROVAL in most jurisdiction - I've added this to our normal application fee to make comparisons</i>							
Floodplain		\$189-286 (\$1,559 Greenway) plus 5% inc of building fee					
Historical Resource	establish \$0 elimination \$2,471	\$52	\$1,148	\$1,550			
Land Use Compatibility Statement			FREE	100			
Legal Lot Determination							

KEIZER FEE TITLE	NEWBERG	ALBANY	WOODBURN (Current 2008)	WOODBURN	STAYTON	WILSONVILLE	SILVERTON
Manufactured Home Park		\$3,121 + \$20/space	\$3,137 (PC Public Hearing) (+\$1,081 final approval)	\$4,235 (PC Public Hearing) (+\$1,460 final approval)			
Master Plan					\$1,700 (PC review)		
Master Plan Amendment							
Middle Housing Land Division (up to 3 lots)						\$1,234	
Middle Housing Land Division (4 or more lots)							
Middle Housing Land Division Appeal					\$1,392 + \$24/lot	\$1,392 + \$24/lot	
Mobile Food Vendor Premise Permit							
<b>Partition</b> <i>*Our Partition with 21.5% inc. &amp; WITH final plat review added is \$1,591/ Others average \$2,711 (tentative plat and final plat fees combined sub \$500 for hearing)</i>	\$1,015 + \$88 per parcel	\$2,784	\$2,478 (Staff approval with appeal to CC)	\$3,345	\$1,700 (PC review)	\$1,234	\$550-825 (minor and major)
Partition - Cottage Cluster							
Partition - Expedited	\$7,563 + \$88 per lot or unit	\$2,784	\$4,680	\$6,318	double fee		
Partition - Extension Fee						\$116	
Partition - Final Plat Review	\$1,015 + \$88 per parcel	\$700	\$1,238 (administrative)	\$1,460 (administrative)	\$1,700	\$1,411	\$350
Partition - TIA Review							
Planned Unit Development			\$2,985 + \$40/lot (PC Public Hearing) (final approval staff) +\$2,585)	\$4,030 (PC Public Hearing) (final approval (staff) +\$3,490)			\$2,750
<b>Prop Line Adjustment</b> <i>* Average for 4 cities \$680</i>	\$1,015.00	\$346	\$599	\$809			\$550

KEIZER FEE TITLE	NEWBERG	ALBANY	WOODBURN (Current 2008)	WOODBURN	STAYTON	WILSONVILLE	SILVERTON
Sign Permits 0-36 sf	\$89 + \$1 per sq. ft. of sign face	\$.50 per square foot (\$40 min)	Type 1 = \$85 / Type 2 = \$385	\$150		\$232-977	
Sign Permits 101 - 150 sf	\$84 + \$1 per sq. ft. of sign face	\$.50 per square foot (\$40 min)					
Sign Permits 36 - 60 sf	\$84 + \$1 per sq. ft. of sign face	\$.50 per square foot (\$40 min)					
Sign Permits 61 - 100 sf	\$84 + \$1 per sq. ft. of sign face	\$.50 per square foot (\$40 min)					
Sign Permits for Special Occasions							
Site Plan Review Commercial	0.6% of project value, \$1,015 minimum	\$3,295+	\$2,177-\$14,397 depending on sf	\$2,940-\$19,435 depending on sf	\$900 (staff review)	base fee \$2,589	\$825
Site Plan Review Industrial	0.6% of project value, \$1,015 minimum	\$3,295+			\$900 (staff review)	base fee \$2,589	\$825
<b>Subdivision</b> <i>*Not too far off from Newberg's # since they have 2 fee's (preliminary and final) that equal \$4,034</i>	\$2034+ \$88 per lot or unit	\$3,121 + \$50/lot) (type III \$4,331 +\$50/lot)	\$3,775 (PC Public Hearing)	\$5,095	\$1,700 (PC review)	\$3,725 plus \$43/lot	\$2,750
Subdivision - Cottage Cluster		\$4,331 + \$50/lot					
Subdivision - Expedited	\$7,563 + \$88 per lot or unit		\$6,708	\$9,050			
Subdivision - Extension Fee						\$580	
Subdivision - Final Plat Review	\$2034+ \$88 per lot or unit	\$873	\$2,585 (administrative)	\$3,490	\$900 (staff review)	\$3,029	
Subdivision - TIA Review							
Temporary Use Permit <i>*\$315 average 4 cities</i>	\$190		\$157	\$212		\$110	\$750
TIA Review		\$865	0	900			
Variance <i>*Average 5 cities \$1,507 (excl Albany)</i>	\$1,015	\$86-\$1,039	\$2,432 (PC Public Hearing)	\$3,285	\$1,700 (PC review)	\$812	\$725

KEIZER FEE TITLE	NEWBERG	ALBANY	WOODBURN (Current 2008)	WOODBURN	STAYTON	WILSONVILLE	SILVERTON
Written Determination		\$74					
<b>Zone Change</b> *6 city average \$3,236	\$2,684	\$4,332	\$3,074 (heard by PC & CC)	\$4,150	\$1,700 (PC review)	\$3,804	\$2,750
Zone Change with Comp Plan Amend		\$6,067			\$2,000 (CC)		
Zoning Fees							
Zoning Review (other than Dealer's and Childcare)							

\*Notes are in red

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2023-\_\_\_\_\_

ADOPTING LAND USE FEES RELATING TO PARTITIONS AND SUBDIVISIONS; **REPEALING RESOLUTION R2016-2678**

WHEREAS, the Keizer City Council established a fee schedule for land use fees relating to partitions and subdivisions by Resolution R2016-2678;

WHEREAS, the City Council of the City of Keizer wishes to increase such fees to help cover the cost of processing partition and subdivisions land use actions and applications;

WHEREAS, the Planning Commission held a public hearing to solicit comment and testimony regarding the proposed fees on June 14, 2023;

WHEREAS, the City Council held a public hearing to solicit comment and testimony regarding the proposed fees on July 3, 2023;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Council upon due consideration of the information presented and the recommendation of the Planning Commission finds that the proposed fees are at an amount no more than the actual or average costs of providing the listed service.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the Land Use Fee Schedule relating to partitions and subdivisions shall be as set forth in

1 Exhibit "A" and that the Community Development Department is directed to collect  
2 such fees.

3 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the  
4 fees in Exhibit "A" shall apply to all properties within the Keizer City limits as shown  
5 on the attached drawing.

6 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that  
7 Resolution R2016-2678 is hereby repealed in its entirety.

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

10 . PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

11 SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

12  
13  
14  
15  
16  
17  
18

\_\_\_\_\_

Mayor

\_\_\_\_\_

City Recorder

**EXHIBIT A**  
**CITY OF KEIZER**  
**LAND USE FEE SCHEDULE RELATING TO PARTITIONS AND SUBDIVISIONS**

1. PARTITION	\$ 1,145.00
2. EXPEDITED LAND DIVISION PROCESS (PARTITION)	\$ 1,554.00
3. SUBDIVISION	\$ 3,374.00 (plus \$46 x number of acres over 4 acres)
4. EXPEDITED LAND DIVISION PROCESS (SUBDIVISION)	\$ 4,700.00 (plus \$46 x number of acres over 4 acres)
5. FINAL PLAT REVIEW (PARTITION/SUBDIVISION)	\$ 434.00
6. COTTAGE CLUSTER PARTITION	\$ 1,145.00
7. COTTAGE CLUSTER SUBDIVISION	\$ 3,374.00 (plus \$46 x number of acres over 4 acres)
8. REVIEW OF TRANSPORTATION IMPACT ANALYSIS (TIA) (PARTITION/SUBDIVISION)	\$ 795.00
9. PLANNED UNIT DEVELOPMENT	\$ 3,374.00 (plus \$46 x number of acres over 4 acres)
10. MANUFACTURED HOME PARK	\$ 3,374.00 (plus \$46 x number of acres over 4 acres)
11. FINAL PLAT REVIEW	\$ 434.00
12. Extension Fee (Partition)	\$ 193.00
13. Extension Fee (Subdivision)	\$ 771.00
<b>APPEALS</b>	
1. APPEAL OF STAFF DECISION	\$ 250.00
2. APPEAL OF HEARINGS OFFICER/PLANNING COMMISSION DECISION	\$ 440.00
3. APPEAL - EXPEDITED DECISION	\$ 250.00



CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2023-\_\_\_\_\_

ADOPTING LAND USE AND SIGN PERMIT FEES UNRELATED TO PARTITIONS AND SUBDIVISIONS; **REPEALING RESOLUTION R2019-2963**

WHEREAS, the Keizer City Council established a fee schedule for land use actions and sign permits unrelated to partitions and subdivisions by Resolution No. R2019-2963;

WHEREAS, the City Council solicited comment and testimony regarding the proposed fees on July 3, 2023;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Land Use and Sign Permit Fee Schedule shall be set forth in Exhibit "A" and that the Community Development Department is directed to collect such fees.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that Resolution R2019-2963 shall be repealed in its entirety.

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

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

**EXHIBIT A**  
**CITY OF KEIZER**  
**LAND USE AND SIGN PERMIT FEE SCHEDULE**

1. CONDITIONAL USE	\$ 856.00
2. FLOODPLAIN	\$ 488.00 (plus \$18/lot)
3. PROPERTY LINE ADJUSTMENT	\$ 488.00
4 VARIANCE (Minor, Major or Sign)	\$ 856.00
5. ANNEXATION	\$ 2,157.00
6. COMPREHENSIVE PLAN AMENDMENT	\$ 3,006.00
7. MASTER PLAN	\$ 3,374.00 (plus \$46 x number of acres over 4 acres)
8. MASTER PLAN AMENDMENT	\$ 2,531.00
9. ZONE CHANGE	\$ 3,006.00
10. ZONE CHANGE AND COMPREHENSIVE PLAN AMENDMENT	\$ 4,110.00
11. FINAL PLAT REVIEW	\$ 434.00
12. REVIEW OF TRANSPORTATION IMPACT ANALYSIS (TIA)	\$ 795.00
13. DEVELOPMENT STANDARD ALTERNATIVE	\$ 856.00
 <b>ADMINISTRATIVE ACTIONS</b>	
1. Dealers License (New)	\$ 46.00
2. Dealers License (Renewal)	\$ 18.00
3. Land Use Compatibility Statement	\$ 46.00
4. Legal Lot Determination	\$ 434.00
5. Sign Permits	
0 to 36 square fee	\$ 119.00
36 to 60 square feet	\$ 152.00
61 to 100 square fee	\$ 193.00
101 to 150 square feet	\$ 239.00
Special Occasions	\$ 66.00
6. Site Plan Review with Building Permit	
(Commercial)	\$ 284.00
(Industrial)	\$ 384.00
7. Temporary Use Permit	\$ 66.00
8. Written Determination	\$ 66.00
9. Zoning Fee (Building Permit)	20% of Marion County Building Fee
10. Childcare License Zoning Review	\$ 46.00
11. Zoning Review (Other than Dealers License and Childcare License)	\$ 46.00
12. Mobile Food Vendor Permit	\$ 90.00
13. Historical Resource	\$ 181.00

**MIDDLE HOUSING LAND DEVISION**

- |  |             |
|--|-------------|
| 1. Middle Housing Land Divison (up to 3 Lots)    | \$ 1,554.00 |
| 2. Middle Housing Land Division (4 or More Lots) | \$ 4,700.00 |

**APPEALS**

- |  |           |
|--|-----------|
| 1. APPEAL OF STAFF DECISION                                | \$ 250.00 |
| 2. APPEAL OF HEARINGS OFFICER/PLANNING COMMISSION DECISION | \$ 440.00 |



CITY COUNCIL MEETING: JULY 3, 2023

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager,

THRU: E. Shannon Johnson, City Attorney

FROM: Shane Witham, Planning Director

SUBJECT: **STATEMENT OF COSTS – 1551 SIEBURG ST NE**

**PROPOSED MOTION:**

*I move the City Council adopt Ordinance No. 2023-\_\_\_ Declaring a Lien Against Property Located at 1551 Sieburg Street Northeast, Keizer, Oregon and Directing the City Recorder to Enter Such Lien in the Minor Lien Docket Pursuant to Ordinance No. 94-282 (Nuisance Abatement Procedure); Declaring an Emergency.*

**I. SUMMARY:**

This matter is before the Council for public hearing under Nuisance Abatement Ordinance No. 94-282. The property in question, located at 1551 Sieburg Street Northeast, Keizer, Oregon was in violation of City Ordinance and the property owner was given notice of such violations. The City performed a nuisance abatement to address extensive solid waste violations at the property with the property owner's consent.

**II. BACKGROUND:**

- A. The property was in violation of City Ordinance and the property owner was given notice of such violations. There was a significant amount of solid waste, causing a legitimate hazard, that needed to be addressed. (See attached photos.)
- B. This property has had numerous code violations over the years. Abatements have been performed previously and multiple citations have been issued for past violations. Due to the extent of the solid waste violations and putrescible garbage that had accumulated, it was deemed necessary to take action to address the matter through the abatement process.

- C. After the owner failed to correct the violations, the City abated the nuisance by disposing of the solid waste materials and employed Loren's Sanitation to assist with the removal of garbage and discarded materials. The total abatement costs, including the ten percent administrative charge is \$11,935.44. A copy of the invoice presented to the owner is attached for your review. In addition, notice publication costs of \$70 increases the total costs to **\$12,005.44.**

### III. **CURRENT SITUATION:**

- A. The property has been abated and the invoice has been sent to the property owner.
- B. After the abatement was performed and prior to this item being before council, a catastrophic house fire occurred at the location. The property has been declared dangerous and measures have been taken to secure the property from entry. Ultimately, the property will need to be demolished in the future, and the owner has indicated they are selling the property. The Keizer Fire District indicated to staff that if the abatement had not been performed, adjoining properties would have likely incurred significant property damage due to the fire.
- C. Once Council has determined the correctness of the Statement of Costs and declares a lien against the property, the lien will be entered into the lien docket.

### IV. **ANALYSIS:**

- A. **Strategic Impact** – No strategic impact
- B. **Financial** – The financial impact of this request is \$12,005.44. There is adequate funding in the Planning Department budget to cover these incurred costs.
- C. **Timing** – Approval of this request will allow the City to place a lien on the minor lien docket to assure that City costs can be recaptured.
- D. **Policy/legal** – Ordinance No. 94-282 (Nuisance Abatement Procedure) requires that City Council hold a public hearing to determine the correctness of the Statement of Costs and to declare a lien against the subject property.

### V. **ALTERNATIVES:**

- A. Adopt the attached Ordinance.
- B. Take No Action – The City would not be able to recapture the costs of the abatement.

1551 Sieburg St NE

July 3, 2023

**VI. RECOMMENDATION:**

Staff recommends that the City Council open the public hearing, and unless there are specific questions, close the public hearing and adopt the attached Ordinance Declaring a Lien Against Property Located at 1551 Sieburg Street Northeast, Keizer, Oregon and Directing the City Recorder to Enter Such Lien in the Minor Lien Docket Pursuant to Ordinance No. 94-282 (Nuisance Abatement Procedure); Declaring an Emergency.

**ATTACHMENTS:**

- Pictures of some of the solid waste accumulated at 1551 Sieburg Street Northeast
- Ordinance No. 2023-\_\_\_ Declaring a Lien Against Property Located at 1551 Sieburg Street Northeast, Keizer, Oregon and Directing the City Recorder to Enter Such Lien in the Minor Lien Docket Pursuant to Ordinance No. 94-282 (Nuisance Abatement Procedure); Declaring an Emergency

# 1551 Sieburg St NE



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A BILL  
FOR

ORDINANCE NO.  
2023-\_\_\_\_\_

AN ORDINANCE

DECLARING A LIEN AGAINST PROPERTY LOCATED AT  
1551 SIEBURG STREET NORTHEAST, KEIZER, OREGON  
AND DIRECTING THE CITY RECORDER TO ENTER  
SUCH LIEN IN THE MINOR LIEN DOCKET PURSUANT  
TO ORDINANCE NO. 94-282 (NUISANCE ABATEMENT  
PROCEDURE); DECLARING AN EMERGENCY

WHEREAS, the City of Keizer Ordinance No. 94-282 provides that a  
Responsible Person, as defined in the Ordinance, shall have the duty to abate all  
nuisances as defined in City Ordinances; and

WHEREAS, the person or persons responsible for the property located at 1551  
Sieburg Street Northeast, Keizer, Oregon have failed to comply with the Keizer Solid  
Waste Ordinance (No. 2010-614) after being duly given the notice required under the  
Keizer Uniform Nuisance Abatement Procedure (Ordinance No. 94-282); and

WHEREAS, the City Manager, or his designee was required to cause the  
removal of the debris under the power given to such city officials under the Keizer  
Uniform Nuisance Abatement Procedure; and

WHEREAS, after such work was performed, the City Manager or his designee  
notified the persons responsible by certified mail of the sum of money due to the City

1 of Keizer for such work performed and such person was duly notified of the public  
2 hearing to consider and assess such cost as a lien against the property; and

3 WHEREAS, pursuant to Keizer Uniform Nuisance Abatement Procedure, the  
4 matter was heard by the City Council at public hearing on July 3, 2023, after reasonable  
5 opportunity for objections;

6 NOW, THEREFORE,

7 The City of Keizer ordains as follows:

8 Section 1. CORRECTNESS OF STATEMENT. The City Council declares  
9 the correctness of the statement of costs as set forth in Exhibit “A”, attached hereto,  
10 and by this reference incorporated herein.

11 Section 2. DECLARATION OF LIEN. The amount set forth on the  
12 statement of costs regarding the property located at 1551 Sieburg Street Northeast,  
13 Keizer, Oregon is declared to be a lien upon such property, as more particularly  
14 described in Exhibit “B” attached, and by this reference incorporated herein.

15 Section 3. ENTRY IN LIEN DOCKET. The City Recorder is directed to  
16 enter the amount set forth in Exhibit “A” into the minor lien docket and such amount  
17 shall be a lien against the property described in Exhibit “B” from the date of such entry.  
18 Such lien shall accrue interest at the rate of nine percent (9%) per annum from the date  
19 of entry in the lien docket until paid.

1 Section 4. EMERGENCY CLAUSE. This Ordinance being necessary for  
2 the immediate preservation of the public health, safety, and welfare, an emergency is  
3 declared to exist and this Ordinance shall take effect immediately upon its passage.

4 PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

5

6 SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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Mayor

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City Recorder

## EXHIBIT "A"

Nuisance Abatement at  
1551 Sieburg Street Northeast, Keizer, Oregon

## Statement of Costs Summary

Itemization of Abatement Costs if Paid Prior to June 5, 2023 Per Statement of Costs Attached Hereto:

Nuisance Abatement and Administrative Charge	\$11,935.44
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Additional Expenses Occurred as a Result of Failure to Pay by June 5, 2023:

Newspaper Publication	\$ 70.00
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Total Amount to Become a Lien Against the Property:

<b>TOTAL COSTS</b>	<b>\$12,005.44</b>
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Such lien shall accrue interest at the rate of nine percent (9%) per annum from the date of entry in the lien docket until paid.

City of Keizer  
 STATEMENT OF COSTS FOR NUISANCE ABATEMENT  
 At 1551 SIEBURG ST NE, Keizer, Oregon  
 Invoice # 23-199

Date of this Statement: May 25, 2023

To: Laura Scotch  
 1551 Sieburg St NE  
 Keizer, OR 97303

1. **Itemization of Abatement Costs:**

<u>Description</u>	<u>Amount</u>
Windsor Rock – ¾” Minus crushed rock	\$ 159.11
Loren’s Sanitation – Multiple drop boxes, equipment & labor	\$ 10,553.25
Lowe’s – Materials required for clean-up/repair	\$ 138.01
Administrative charge (10%)	\$ 1,085.04
<b>TOTAL COSTS</b>	<b>\$ 11,935.44</b>

2. **Costs to be Assessed:**

The above costs will be assessed against the subject property unless paid in full within ten (10) days from the date of this statement as shown above. Please address your payment to the City of Keizer, PO Box 21000, Keizer, OR 97307-1000. Please include the Invoice Number on your check (Invoice # 23-199).

3. **Correctness of statement:**

The City Manager has declared the above to be a true and correct statement of costs and failure to pay within 10 days shall result in a lien upon the subject property.

4. **Interest to Accrue:**

If not paid prior to June 5, 2023, the lien for costs shall bear interest of the rate of nine percent (9%) per annum from the date of entry of the lien, in the lien docket.

  
 Benjamin Crosby, Code Enforcement Officer  
 City of Keizer



# City of Keizer

P.O. Box 21000  
 Keizer, OR 97307-1000  
 (503) 390-3700 fax (503) 393-9437

Invoice No. 23-199

## INVOICE

**Customer**

Name LAURA SCOTCH  
 Address 1551 SIEBURG ST NE  
 City KEIZER, OR 97303  
 Phone \_\_\_\_\_

Date 5/25/2023  
 Order No. \_\_\_\_\_  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

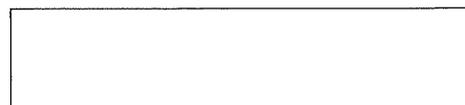
Qty	Description	Unit Price	TOTAL
1	13.37 TON 3/4" MINUS CRUSED ROCK - WINDSOR ROCK	\$159.11	\$159.11
1	LOREN'S SANITATION SERVICE INC	\$10,553.25	\$10,553.25
1	LOWE'S - MATERIALS FOR CLEAN-UP	\$138.04	\$138.04

**Payment Details**

- Cash
- Check
- Credit Cards                      0

Check# \_\_\_\_\_  
 Payment Date: \_\_\_\_\_

SubTotal	\$10,850.40
Shipping & Handling	
10% Admin Fee	\$1,085.04
<b>TOTAL</b>	<b>\$11,935.44</b>



*Due Upon Receipt*

EXHIBIT "B"

Lot 1, Block 3, Re-Subdivision of Blocks 1, 2, 3, 6 of ARNOLD  
SUBDIVISION, Marion County, Oregon.



CITY COUNCIL MEETING: JULY 3, 2023

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: E. Shannon Johnson, Keizer City Attorney

SUBJECT: **AMENDING ORDINANCE NO. 2020-812 PROHIBITING CAMPING ON SIDEWALKS, PUBLIC PROPERTY AND PUBLIC RIGHTS-OF-WAY**

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**PROPOSED MOTION:**

*"I move that the Keizer City Council adopt Ordinance No. 2023-\_\_\_\_ Amending Ordinance No. 2020-812 (Prohibiting Camping on Sidewalks, Public Property and Public Rights-Of-Way); Declaring an Emergency."*

**I. SUMMARY:**

At the June 20, 2023 City Council meeting, Council voted to adopt Ordinance No. 2023-\_\_\_\_ Amending Ordinance No. 2020-812 (Prohibiting Camping on Sidewalks, Public Property and Public Rights-Of-Way); Declaring an Emergency. The vote was not unanimous and therefore it is before you for a second reading.

**II. BACKGROUND:**

- A. Federal courts have determined that it is a violation of the federal Constitution to totally restrict homeless individuals from sleeping and resting on public property if they have nowhere else to go. In addition, the Oregon Legislature has adopted statutes that requires local government that has any restrictions on such activity to provide regulations that are objectively reasonable.
- B. The Keizer City Council at its June 20, 2023 meeting voted to adopt the Ordinance amending Ordinance No. 2020-812. Such Ordinance did not receive a unanimous vote and a second reading is therefore required.
- C. The Ordinance Amending Ordinance No. 2020-812 (Prohibiting Camping on Sidewalks, Public Property and Public Rights-Of-Way); Declaring an Emergency is

before Council at tonight's meeting for a second reading.

**III. CURRENT SITUATION:**

- A. Council needs to have a second reading of the attached Ordinance. This Ordinance prohibits camping on public property except for limited areas in the rights-of-way.

**IV. ANALYSIS:**

- A. **Strategic Impact** – None
- B. **Financial** – None
- C. **Timing** – The new state statute requires regulations to be objectively reasonable on July 1, 2023.
- D. **Policy/Legal** – State law and federal case law indicates that it is appropriate to adopt this legislation.

**V. ALTERNATIVES:**

- A. Adopt the attached Ordinance on second reading.
- B. Adopt the attached Ordinance with changes as Council sees fit.
- C. Decline to adopt any Ordinance at this time.

**VI. RECOMMENDATION:**

Staff recommends adopting the attached Ordinance.

**ATTACHMENTS:**

- Ordinance No. 2023--\_\_\_\_ Amending Ordinance No. 2020-812 (Prohibiting Camping on Sidewalks, Public Property and Public Rights-Of-Way); Declaring an Emergency (for second reading)

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A BILL  
FOR

ORDINANCE NO.  
2023-\_\_\_\_\_

AN ORDINANCE

AMENDING ORDINANCE NO. 2020-812 PROHIBITING CAMPING ON  
SIDEWALKS, PUBLIC PROPERTY AND PUBLIC RIGHTS-OF-WAY;  
DECLARING AN EMERGENCY

The City of Keizer ordains as follows:

Section 1. Ordinance 2020-812 (Prohibiting Camping on Sidewalks, Public  
Property and Public Rights-of-Way) is amended by deleting Section 2 and replacing it  
with the following:

Section 2. CAMPING PROHIBITED ON PUBLIC SIDEWALKS, PUBLIC  
PROPERTY AND PUBLIC RIGHTS-OF-WAY.

(A) Definitions. Unless the context specifically requires otherwise, as used in  
this Section, the following words and phrases mean:

(1) To “Camp” or the act of “Camping” means to pitch, use, or occupy  
camp materials or a camp for the purpose of occupancy, habitation, or sheltering  
for survival, and in such a way as will facilitate sleeping or storage of personal  
belongings, taking measures to keep protected from the elements including heat  
and cold, or any of these activities in combination with one another or in  
combination with either sleeping or making preparations to sleep. A “Camp” is a  
location where people Camp or are Camping.

(2) “Camp Materials” may include, but are not limited to, tents, awnings,  
lean-tos, chairs tarps or tarpaulins, cots, beds, sleeping bags, blankets, mattresses,  
sleeping or bedding materials, food or food storage items, and/or similar items  
that are or appear to be used as living and/or sleeping accommodations, or to  
assist with living and/or sleeping activities.

1           (3) “Public Rights of Way” means all City-owned or controlled rights-of-  
 2 way, whether in fee title, by dedication, or as holder of a public easement for  
 3 right-of-way or public access purposes. Public rights-of-way includes, but are not  
 4 limited to, any public road, street, sidewalk, or private street or other property  
 5 that is subject to a public access easement dedicated or granted to the City for  
 6 vehicular, pedestrian, or other means, and any planter strip or landscaped area  
 7 located adjacent to or contained within streets that is part of the public right-of-  
 8 way.

9           (4) “City Property” includes all real property, land and public facilities  
 10 owned, leased by the City, controlled, or managed by the City of Keizer  
 11 including City parking lots or parking structures, but excluding public rights-of-  
 12 way.

13           (5) “Relocate” means to move off of Public Rights-of-Way or City  
 14 Property to a different City Property or to another lawful location. The definition  
 15 does not include moving to another portion of the same City Property.

16 (B) Except as set forth below, it is unlawful for any person to camp in or upon  
 17 any public sidewalk, city property, or public rights-of-way.

18 (C) In express recognition of the need for those experiencing homelessness to  
 19 sleep and rest and if they have nowhere else to go, camping is not prohibited in  
 20 public rights-of-way, except in the following right-of-way areas:

- 21           (1) Vehicular and bicycle travel lanes and five (5) feet adjacent to such  
 22 travel lanes.
- 23           (2) Stormwater facilities.
- 24           (3) Adjacent to any residential uses.
- 25           (4) Within 100 feet of any school or daycare facility.
- 26           (5) Within 100 feet of any church, except for on property that is  
 27 accommodating camping or camping like activities under ORS  
 28 195.520.

1 (6) Within ten (10) feet of the intersection of a street and driveway or a  
2 private pedestrian path, or within ten (10) feet of a building entry.

3 (7) Within a five foot (5') clear pedestrian path on any public  
4 sidewalk.

5 (D) For those experiencing homelessness, in areas where camping is not  
6 prohibited, persons must relocate within 24 hours after arrival.

7 (E) Individuals may not build or erect structures, whether by using plywood,  
8 metal, wood materials, pallets, or other materials. Items such as tents and similar  
9 items used for shelter that are readily portable are not structures for purposes of  
10 this Section.

11 (F) The City Manager may adopt administrative rules or policies governing or  
12 guiding enforcement of this Ordinance, including but not limited to ensuring  
13 consistent and appropriate enforcement for various circumstances.

14 (G) Upon emergency declaration of the City Council, City Manager or  
15 Emergency Manager, other areas may be authorized for limited short-term  
16 camping.

17 (H) Upon finding it to be in the public interest, the City Manager or City  
18 Council may exempt a special event from compliance with this Section. The City  
19 Manager or City Council shall specify the period of time and location covered by  
20 the exemption, as well as other reasonable conditions.

21 (I) Violations of this Ordinance are infractions, and the violators may be cited  
22 under the Keizer Civil Infraction Ordinance. The minimum fine is \$50. The  
23 presumptive fine is \$100. The maximum fine is \$150. In lieu of or in addition to  
24 a fine, the judge may impose other measures, consistent with ORS 153.008, that  
25 are reasonably calculated to aid the individual in not engaging in the conduct that  
26 led to the citation again in the future.

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28

1 (J) Subject to applicable state statutes, persons violating this Ordinance may  
2 be ejected and/or excluded under Ordinance No. 2023-854 (Adopting Rules of  
3 Conduct for City Property).

4 (K) Methods of enforcement for violations of this Ordinance are not exclusive  
5 and may consist of multiple enforcement mechanisms where legally authorized  
6 and appropriate. However, the intent of the city is to always resolve violations at  
7 the lowest possible level, and to engage to seek compliance and solve problems  
8 while maintaining the dignity of all involved. To that end, violations of this  
9 Ordinance should only result in citations when other means of achieving  
10 compliance have been unsuccessful, or are not practicable for the particular  
11 situation.

12 Section 2. SEVERABILITY. If any section, subsection, sentence, clause,  
13 phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional, or  
14 is denied acknowledgment by any court or board of competent jurisdiction, then such  
15 portion shall be deemed a separate, distinct, and independent provision and such holding  
16 shall not affect the validity of the remaining portions hereof.

17 Section 3. EFFECTIVE DATE. This Ordinance being necessary for the  
18 immediate preservation of the public health, safety and welfare, an emergency is  
19 declared to exist and this Ordinance shall take effect immediately upon its passage.

20 PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.  
21 SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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



CITY COUNCIL MEETING: JULY 3, 2023

To: Mayor Clark and City Council Members

THRU: Adam Brown, City Manager

From: E. Shannon Johnson, City Attorney

SUBJECT: **FIREWORKS ORDINANCE AMENDMENT**

---

**PROPOSED MOTION:**

*I move that the Council adopt Ordinance No. 2023- \_\_\_\_\_, Amending Ordinance Relating to the Regulation of Fireworks Within the City of Keizer (Amending Ordinance No. 2022-851); Declaring an Emergency.*

**I. SUMMARY:**

The City Council adopted the fireworks ordinance to regulate fireworks within the City of Keizer in 2022. The City Council recently amended the fireworks ordinance to exclude special events done by licensed persons past the limited hours. While reviewing the fireworks ordinance, it was determined that a revision to the Ordinance was needed to be made to the Red Flag Warning section. The Ordinance revision is attached.

**II. BACKGROUND:**

- A. At the August 8, 2022 work session, Council directed staff to prepare a draft ordinance which would make the sale or use of illegal fireworks a municipal violation. In addition, the use of any fireworks during a high fire risk period would be a violation. The Council also discussed the possibility of limiting the dates and times that fireworks could be used.
- B. A public hearing was held on September 6, 2022 on a proposed ordinance. The ordinance was passed by the Keizer City Council.
- C. At the June 5, 2023 Council meeting, Council revised the Ordinance with regard to the dates and times that fireworks could be used to include an exception for permits from the State Fire Marshal (professional fireworks).

**III. CURRENT SITUATION:**

- A. While reviewing the Ordinance for the exception to the times and dates, it was determined that an exception for professional fireworks should not be included in the Red Flag Warning periods and Council directed staff to return with an amendment to that section of the Ordinance.
- B. I have prepared an amendment to the fireworks Ordinance to reflect the intent of regulating fireworks. The Ordinance removes the following subsection:
  - D. Subsection A does not apply to persons authorized by a permit from the State Fire Marshal pursuant to ORS 480.130.

**IV. ANALYSIS:**

- A. **Strategic Impact** – No strategic impact.
- B. **Financial** – There is no financial impact.
- C. **Timing** – None.
- D. **Policy/legal** – Only the Council can amend the Ordinance.

**V. ALTERNATIVES:**

- A. Approve an amendment to the Ordinance.
- B. Take No Action – We may have fireworks being set off during Red Flag Warning times.

**VI. RECOMMENDATION:**

Staff recommends that the Council adopt the attached Ordinance amending the fireworks ordinance.

**Attachment**

- Ordinance No. 2023-\_\_\_\_ Amending Ordinance Relating to the Regulation of Fireworks Within the City of Keizer (amending Ordinance No. 2022-851); Declaring an Emergency

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A BILL  
FOR

ORDINANCE NO.  
2023-\_\_\_\_\_

AN ORDINANCE

AMENDING ORDINANCE RELATING TO THE  
REGULATION OF FIREWORKS WITHIN THE CITY OF  
KEIZER (**AMENDING ORDINANCE NO. 2022-851**);  
DECLARING AN EMERGENCY

WHEREAS, the City Council of the City of Keizer adopted Ordinance No. 2022-851 (Relating to the Regulation of Fireworks Within the City of Keizer) on October 3, 2022;

WHEREAS, the City Council adopted an amendment to Section 4 of Ordinance No. 2022-851 on June 5, 2023;

WHEREAS, the City Council finds it appropriate and necessary to amend Section 3 (Temporary Prohibitions During Extreme Fire Danger);

Now therefore, the City of Keizer ordains as follows:

Section 1. AMENDMENT OF ORDINANCE 2022-851, SECTION 3. Section 3 of Ordinance No. 2022-851 is hereby amended as follows:

Section 3. TEMPORARY PROHIBITIONS DURING EXTREME FIRE DANGER.

A. During times in which the City of Keizer is subject to a Red Flag Warning, a person commits an offense under this Section, if they use, ignite, explode or have exploded any fireworks within the City of Keizer, or allow such conduct to occur.

B. A person commits the offense of allowing conduct under Subsection A of this Section to occur if the person authorizes or permits such conduct. A rebuttable presumption exists that the person who owns or controls the real property on which the conduct occurs has authorized or

1 permitted the conduct if that person is on the property at the time of such  
2 conduct.

3 C. All persons are presumed to be aware and attentive of when  
4 Red Flag Warnings are in place.

5 D. Violation of this Section is punishable by a minimum fine of  
6 \$300, a presumptive fine of \$400, and a maximum fine of \$500.

7  
8 Section 2. EFFECTIVE DATE. This Ordinance being necessary for the  
9 immediate preservation of the public peace, health and safety, an emergency is declared  
10 to exist, and this Ordinance shall take effect immediately upon its passage.

11 PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

12 SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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15 \_\_\_\_\_  
16 Mayor

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18 \_\_\_\_\_  
19 City Recorder



CITY COUNCIL MEETING: JULY 3, 2023

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: Tim Wood, Assistant City Manager

SUBJECT: **COMMUNITY CENTER FEE WAIVER – BOY SCOUTS OF AMERICA - ED HARRIS MEMORIAL TRADE-O-REE**

---

**PROPOSED MOTION:**

*I move the City Council approve the requested waiver of the Community Center Facility Use Fees of \$2,600 including the Refundable Deposit of \$1,150 but charge \$355 for staffing costs for the October 6<sup>th</sup> and 7<sup>th</sup> Ed Harris Memorial Trade-O-Ree.*

**I. SUMMARY:**

Dan Kohler, member of the Ed Harris Auction Committee – Boy Scouts of America Cascade Pacific Council, is requesting a waiver of fees for the use of the Keizer Community Center for the annual Ed Harris Auction on Friday October 6, 2023 from 5:00 – 9:00 PM and Saturday October 7, 2023 from 8:00 AM – 5:00 PM. This annual auction provides an opportunity for scouts to collect and trade scout memorabilia. Funds raised from this event go to an endowment which provides campership scholarships to scouts in need. The Cascade Pacific Council covers Keizer scout troops.

**II. BACKGROUND:**

- A. On June 5, 2023 the City approved a Community Center Use Agreement for the Ed Harris Memorial Trade-O-Ree which is a fundraiser for camperships for the Cascade Pacific Council of the Boy Scouts of America.
- B. The event is scheduled on October 6, 2023 from 5:00 PM to 9:00 PM and October 7, 2023 from 8:00 AM – 5:00 PM and would utilize two Iris Rooms.
- C. On June 13, 2023 the City received an email request from Dan Kohler requesting that the fees be waived for the event.
- D. City Resolution R2018-2932 states the City Council may reduce or waive rates,

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

- E. The Keizer City Council does not have the ability to waive any required insurance, alcohol, or catering requirements as outlined in the facility use agreement.
- F. The event was previously held October 1, 2022 in which the City Council waived rental fees of \$1,000, the refundable security deposit of \$1,150 but charged \$200 for staffing costs.

### III. **CURRENT SITUATION:**

- A. The date requested have been secured as requested by the Ed Harris Auction Committee.
- B. The Community Center Use Agreement has been approved and required insurance documents have been received.

### IV. **ANALYSIS:**

- A. **Strategic Impact** – No Strategic Impact.
- B. **Financial** – The financial impact of this request is as follows:
  1. Refundable Deposit - \$1,150
  2. Facility Use Fees - \$2,600 (13 hours @ \$200 per hour)
  3. Staffing Costs included in Facility Use Fees above - \$355
- C. **Timing** – Approval of this request will allow the Ed Harris Auction Committee to move forward with organization of this event.
- D. **Policy/legal** – Keizer Resolution R2018-2932, Adopting Use Policies and Rates for the Keizer Community Center Rooms, allows the City Council to reduce or waive rates, deposits or other costs.

### V. **ALTERNATIVES:**

- A. Approve the waiver of the Community Center Facility Use Fee of \$2,600, refundable deposit amount of \$1,150, but charge for staffing costs of \$355
- B. Approve the requested waiver of the Community Center Facility Use Fee of \$2,600, refundable deposit amount of \$1,150, and all other costs associated with

this event.

- C. Deny the request for a waiver of the Community Center Facility Use Fee of \$2,600, refundable deposit amount of \$1,150.

**RECOMMENDATION:**

Staff recommends the City Council approve the requested waiver of the Community Center Facility Use Fees of \$2,600 including the refundable deposit of \$1,150 but charge \$355 for staffing costs for the October 6<sup>th</sup> and 7<sup>th</sup> Ed Harris Memorial Trade-O-Ree.

**ATTACHMENTS:**

- Resolution 2018-2932 – Adopting Use Policies and Rates for the Keizer Community Center Rooms

## CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2018- 2932ADOPTING USE POLICIES AND RATES FOR THE  
KEIZER COMMUNITY CENTER ROOMS;  
REPEALING RESOLUTION R2015-2612

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

WHEREAS, the adopted policies for community use of city hall facilities has been amended several times with the last revision taking place in 2015;

WHEREAS, the City Council adopted the current use rates for the Civic Center Community Rooms pursuant to Resolution R2015-2612;

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

WHEREAS, the City Council desires to amend the Community Center Room policies;

NOW, THEREFORE,

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

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

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

- 1 b. No person shall sell, give or otherwise make available any alcoholic  
 2 beverage to a person under the age of 21 years.  
 3 c. No person shall sell, give or otherwise make available any alcoholic  
 4 beverage to any person who is visibly intoxicated.  
 5 d. Alcoholic beverages are permitted only in the Community Rooms  
 6 and the adjoining lobby areas. Alcoholic beverages are prohibited  
 7 outdoors and in other areas of the building.  
 8 e. Alcoholic beverages are allowed only in conjunction with a reserved  
 9 event and only after written approval has been given by the City.  
 10 f. Alcoholic beverages will be served only by a licensed and bonded  
 11 server pursuant to all Oregon Liquor Control Commission laws and  
 12 regulations.  
 13 g. Alcoholic beverages will be served only when acceptable Oregon  
 14 Liquor Control Commission documentation has been provided to the  
 15 City.  
 16 h. Caterer/server shall secure at its own expense General Liability  
 17 Insurance with minimum limits of \$1,000,000.00 per occurrence and  
 18 Liquor Liability Insurance with minimum limits of \$1,000,000.00  
 19 per occurrence. The insurance policy is to be issued by an insurance  
 20 company authorized to do business in the State of Oregon. The City  
 21 of Keizer shall be included as additional insured in said insurance  
 22 policy. The "City of Keizer" includes its officers, agents,  
 23 contractors, and employees. Evidence of the insurance and  
 24 additional insured endorsement must be provided to City at least  
 25 fourteen (14) days prior to the date of the event. As part of the event  
 26 reservation process, the applicant and caterer/server shall agree to  
 27 defend and indemnify the City, its employees, agents and contractors  
 28 from any and all claims in connection with alcohol use on the  
 29 premises.  
 30 i. The City Manager may place reasonable conditions on the event to  
 31 protect persons and property.  
 32

33 **Insurance Policies:** The following regulations apply to clients' rental of  
 34 the Keizer Community Center Rooms and lobby:

- 35 a. The client shall, at its sole cost and expense, procure and maintain  
 36 through the term of the rental a Comprehensive General Liability insurance  
 37 policy providing coverage against claims for bodily injury or death and  
 38 property damage occurring in or upon or resulting from the facilities used  
 39 hereunder in the amount of \$1,000,000. The Comprehensive General  
 40 Liability Insurance required shall be issued by an insurance company  
 41 authorized to do business in the State of Oregon. The City of Keizer shall  
 42 be included as additional insured in said insurance policy. The "City of

1 Keizer" includes its officers, agents, contractors, and employees. Client  
 2 must provide the City with the proof of the insurance and additional insured  
 3 endorsement evidencing such insurance at least fourteen (14) days prior to  
 4 the date of the contracted event. Failure to provide the proof of insurance  
 5 and endorsement will result in cancellation of the event.

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

8  
 9 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the

10 following use rates are hereby established:

11 1. Base Use Rates. The following base use rates shall be charged for the  
 12 Keizer Community Center Rooms:

- 13  
 14 a. Small room (1,000 square feet) - \$25.00 per hour with a three hour  
 15 minimum.  
 16 b. Medium room (3,000 square feet) - \$100.00 per hour with a four  
 17 hour minimum.  
 18 c. Large ballroom (9,000 square feet) - \$250.00 per hour with an eight  
 19 hour minimum.  
 20 d. Keizer-based 501(c) organizations may host fundraiser activities  
 21 using two Medium rooms or the Large ballroom for a base use fee  
 22 of \$500.00. This fee shall include the use of the facility and  
 23 amenities. The user will be responsible to pay all fees associated  
 24 with required staffing. The use under this provision is limited to one  
 25 (1) event per calendar year per Keizer-based 501(c) organization and  
 26 is limited to a maximum of twelve (12) hours usage.  
 27 e. Keizer residents and Keizer-based 501(c) non-profit organizations  
 28 are entitled to a twenty-five percent (25%) discount on the base use  
 29 rates outlined in 1(b) and 1(c) herein. (Small rooms are not  
 30 discounted. Keizer residents' use is limited to personal, non-  
 31 business use only, including, but not limited to birthday parties,  
 32 anniversary parties, and baby showers.)  
 33 f. Government and quasi-government entities, e.g., City of Salem,  
 34 Marion County, State of Oregon, Salem-Keizer School District,  
 35 Keizer Fire District, Salem-Keizer Transit District, Keizer Chamber  
 36 of Commerce, League of Oregon Cities, Mid-Willamette Valley  
 37 Council of Governments, are entitled to a twenty percent (20%)  
 38 discount on the base use rates outlined in 1(b) and 1(c) herein.  
 39 (Small rooms are not discounted.)  
 40

- 1 g. City-hosted activities directly benefiting City operations are entitled  
 2 to a fifty percent (50%) discount on the base use rates outlined in  
 3 1(b) subject to the following:  
 4 i. Registration fees charged to participants shall total no more  
 5 than the actual out-of-pocket costs of the event.  
 6 ii. This discount is only available for one or two medium rooms.  
 7 The large ballroom and small room rates are not discounted.  
 8 iii. For Friday, Saturday or Sunday dates, the event may not be  
 9 reserved more than six (6) months prior to the event.  
 10 iv. No alcohol is allowed for City hosted events. Insurance is not  
 11 required.  
 12 h. The above discounts are not transferrable.  
 13  
 14 2. Exempt Uses. The following uses are exempt from payment of use rates  
 15 and insurance requirements, except caterer insurance if applicable. No  
 16 alcohol is allowed for these events:  
 17  
 18 a. City Meetings. City Council/Urban Renewal Agency meetings,  
 19 City/Urban Renewal Agency committee, task force, or staff  
 20 meetings, trainings, recruitments or exercises.  
 21 b. Neighborhood Associations. Recognized neighborhood  
 22 associations may hold their regular meetings, up to twelve (12)  
 23 meetings per year in one or two small rooms.  
 24 c. Keizer-based Youth Sports. Keizer-based youth sports  
 25 organizations may hold up to three (3) events per year using one  
 26 medium room or one or two small rooms.  
 27 d. Town Hall/Community Forums. City, Urban Renewal Agency,  
 28 Salem Area Mass Transit District, Marion County, and other  
 29 governmental agencies may hold town hall/community forums for  
 30 the purpose of gathering public input.  
 31 e. Keizer Library. The Keizer library may hold up to two (2) book sale  
 32 events per year.  
 33 f. City Employee/City Volunteer Training. Training and meetings for  
 34 City employees or City volunteers are exempt. The trainings or  
 35 meetings are limited to one or two small rooms during regular City  
 36 Hall business hours. Other governmental employees or volunteers  
 37 may also attend. No fee may be charged to participants other than  
 38 the actual meal cost, if a meal is served.  
 39 g. City-Hosted Educational Outreach Events. No registration fee may  
 40 be charged to the participants.  
 41 h. Outside Committees/Groups. With City Manager approval,  
 42 organizations connected with the City or benefitting City residents

1 such as Keizer United, Claggett Creek Watershed Council, and  
 2 Community Emergency Response Team may hold one meeting per  
 3 month in one or two small rooms. No registration fee may be  
 4 charged to the participants.

5  
 6 3. Other Agreements Exempt. Organizations with specific agreements for  
 7 Community Room use are not subject to the above rates. The City Manager  
 8 is authorized to negotiate and reduce the use rates for organizations who  
 9 request repeating scheduled use for a term not exceeding two (2) years.

10  
 11 4. Council Approved Uses. The City Council may reduce or waive rates,  
 12 deposits or other costs for certain uses if, in the Council's sole discretion,  
 13 the use is a significant benefit to the Keizer community considering such  
 14 factors as the City's fixed and non-fixed costs, staff resources, wear and  
 15 tear on the facility, and other factors deemed appropriate by Council.

16  
 17 5. Additional Facility Charges. The City Manager is authorized to adopt and  
 18 impose surcharges for rental rates for additional facilities, including, but not  
 19 limited to stages, audio/visual equipment, computer equipment, kitchen  
 20 usage and additional labor expenses. The City Manager is authorized to  
 21 impose deposits, fees or additional charges as City Manager may deem  
 22 appropriate in his/her discretion.

23  
 24 6. Use Rates Subject to Facility Agreement. The use rates set forth herein are  
 25 subject to the provisions of the Facility Use Agreement as authorized by the  
 26 City Manager. The City Manager is authorized to amend the use rates if in  
 27 the City Manager's discretion such amended rates provide increased  
 28 transient occupancy taxes, other identifiable economic benefits to the  
 29 citizens of the City as a whole, or other identifiable fiscal benefits to the  
 30 City of Keizer administratively.

31  
 32 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that

33 Resolution R2015-2612 (Adopting Use Policies and Rates for the Keizer Community  
 34 Center Rooms) is hereby repealed in its entirety except for already booked events.

35 ///

36 ///

37 ///

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

3 PASSED this 3rd day of December, 2018.

4  
5 SIGNED this 3rd day of December, 2018.

6  
7 Cathy Clark  
8 Mayor

9  
10 [Signature]  
11 City Recorder



CITY COUNCIL MEETING: July 3, 2023

To: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: Adam J. Brown, City Manager

FROM: Tim Wood, Assistant City Manager

**SUBJECT: FEE WAIVER FOR KEIZER CHAMBER OF COMMERCE CONCERT IN THE PARK**

---

**PROPOSED MOTION:**

*I move the City Council approve a waiver of the Keizer Rotary Amphitheater use fee, application fee and refundable deposit for the July 14, 2023 Concert in the Park.*

**I. SUMMARY:**

The Keizer Chamber of Commerce is requesting a fee waiver for a Youth Concert and Big Band Concert at Keizer Rotary Amphitheatre on July 14, 2023 from 4:00 PM – 9:00 PM. The concert is collaboration between the Keizer Chamber, Rhythm & Business and the McNary Audio Production Technology (APT) program. The concert will be free to the public with food and beverages (including beer and wine) available for purchase. Net proceeds from the concert will be donated to McNary APT for additional equipment purchases.

**II. BACKGROUND:**

- A. The Keizer Chamber of Commerce will be holding Youth Concert and Big Band Concert at Keizer Rotary Amphitheatre on July 14, 2023 from 4:00 PM – 9:00 PM.
- B. The concert will be a collaboration of the Chamber of Commerce, Rhythm & Business and the McNary APT program.
- C. The concert will be free to the public however food and beverages (including beer and wine) will be available for purchase.
- D. Net proceeds from the concert will be donated to McNary APT for additional equipment purchases.
- E. The concert is expected to have between 300 and 500 attendees.

- F. The application/permit for the concert has been approved by the Parks and Facilities Division Manager.

**III. CURRENT SITUATION:**

- A. This matter is before the City Council to consider whether it is appropriate to waive or reduce fees for this event.

**IV. ANALYSIS:**

- A. **Strategic Impact** – No Strategic Impact.

- B. **Financial** – The breakdown of the total fees for the event are;

Refundable Deposit - \$170.00  
Application Fee - \$63.00  
Use Fee (12 hrs. at \$42.00 per hr.) \$504.00  
**Total Fees \$737.00**

- C. **Timing** – The concert is July 14, 2023.

- D. **Policy/legal** – Requests for fee waivers must be considered by the City Council.

**ALTERNATIVES:**

- A. Approve the waiver of the Keizer Rotary Amphitheater use fee, application fee and refundable deposit.
- B. Approve the waiver for a combination of the Keizer Rotary Amphitheater use fee, application fee and refundable deposit.
- C. Deny the request for waiver of the Keizer Rotary Amphitheater use fee, application fee and refundable deposit.

**RECOMMENDATION:**

Staff recommends that the City Council approve a waiver of the Keizer Rotary Amphitheater use fee, application fee and refundable deposit for the July 14, 2023 Concert in the Park.

**ATTACHMENTS:**

- Keizer Chamber of Commerce July 14th Fee Waiver Request

James Hutches, President  
Jane Lowery, President Elect  
Jaci Smith, Secretary  
Jonathan Thompson, Treasurer  
Bob Shackelford, Past President



Directors:  
Claire Juran, Mike Adams,  
Leslie Risewick, Markey Toomes,  
Jeremy Turner, Dave Walery,  
Darrell Fuller, Kalynn Wright

6/23/23

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

I am requesting to have all fees waived for the Keizer Chambers Concert in the Park on July 14<sup>th</sup>, 2023. This is a free to the community event in which the Keizer Chamber, Rhythm & Business and the McNary APT program are all working together to provide a free concert for anyone to attend.

NW Natural has graciously sponsored our event along with KeizerFEST and KNOW. With their sponsorships we can pay Rhythm & Business and together provide a donation to the McNary APT program to support them in purchasing new equipment for their program at McNary Highschool.

Having the entirety of the fees waived means we can put that money into the equipment we will need to purchase to make the concert safe, along with provide an adequate number of toilets and hand washing stations. Loren's Sanitation has generously offered to sponsor the trash bins and pick for this and the several other Keizer Chamber events in the park. It will mean we can promote and market the concert properly so that everyone knows there are a couple concerts in the park this summer!

Thank you for your consideration,

Corri Falardeau  
Executive Director  
Keizer Chamber



CITY COUNCIL MEETING: July 3, 2023

To: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: Adam J. Brown, City Manager

FROM: Tim Wood, Assistant City Manager

**SUBJECT: AUTHORIZATION FOR THE CITY MANAGER AND CHIEF OF POLICE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH MARION COUNTY FOR JUVENILE PEER COURT SERVICES**

---

**PROPOSED MOTION:**

*I move the City Council adopt Resolution R2023-\_\_\_\_\_ Authorizing the City Manager and Chief of Police to Sign Peer Court Intergovernmental Agreement.*

**I. SUMMARY:**

Marion County has requested that the City enter into a new intergovernmental agreement to continue to provide Juvenile Peer Court services. The existing agreement expires June 30, 2023 and does not provide for any additional extensions.

**II. BACKGROUND:**

- A. The City entered into an intergovernmental agreement with Marion County to provide Juvenile Peer Court services in June 2019. The agreement was amended in 2021 to extend the expiration date from June 30, 2022 to June 30, 2023.
- B. The existing agreement does not provide for any additional amendments.

**III. CURRENT SITUATION:**

- A. Marion County has requested that the City enter into a new three year intergovernmental agreement to continue providing Juvenile Peer Court services.

**IV. ANALYSIS:**

- A. **Strategic Impact** – No Strategic Impact.

- B. **Financial** – Juvenile Peer Court costs the City approximately \$25,000 per year which is included in the 2023-24 City of Keizer Adopted Budget.
- C. **Timing** – The existing intergovernmental agreement expires June 30, 2023.
- D. **Policy/legal** – The term of the agreement is for three years as such it requires City Council approval.

**V. ALTERNATIVES:**

- A. Authorize the City Manager and Chief of Police to enter into an intergovernmental agreement with Marion County for Juvenile Peer Court services.
- B. Take no action and the City will discontinue providing juvenile peer court services.

**VI. RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution R2023-\_\_\_\_ Authorizing the City Manager and Chief of Police to Sign Peer Court Intergovernmental Agreement.

**ATTACHMENTS:**

- Resolution R2023-\_\_\_\_ Authorizing the City Manager and Chief of Police to Sign Peer Court Intergovernmental Agreement

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2023-\_\_\_\_\_

AUTHORIZING THE CITY MANAGER AND  
CHIEF OF POLICE TO SIGN PEER COURT  
INTERGOVERNMENTAL AGREEMENT

WHEREAS, the City Council of the City of Keizer has determined that the continued operation of Peer Court is in the best interests of the City and its citizens;

WHEREAS, funding has been confirmed for the 2023-2024 fiscal year for Peer Court;

WHEREAS, Peer Court funding has been established in the City of Keizer budget;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager and Chief of Police are authorized to sign the attached Intergovernmental Agreement.

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25

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

3 PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

4

5 SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

6

7

8

9

\_\_\_\_\_  
Mayor

10

11

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

12

13

# Contract Review Sheet

JV-5381-23

Intergovernmental Agreement #: JV-5381-23 Amendment #: \_\_\_\_\_

Contact: Brianna Sloane Department: Juvenile Department

Phone #: (503) 576-4620 Date Sent: Tuesday, May 30, 2023

Title: Keizer Peer Court Services

Contractor's Name: City of Keizer

Term - Date From: July 1, 2023 Expires: June 30, 2026

Original Contract Amount: \$0.00 Previous Amendments Amount: \$0.00

Current Amendment: \$0.00 New Contract Total: \$0.00 Amd% \_\_\_\_\_

Incoming Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 50-0010 General Exemptions (IGAs and QRFs)

Description of Services or Grant Award

Keizer Youth Peer Court Services

Desired BOC Session Date: \_\_\_\_\_ BOC Planning Date: \_\_\_\_\_

Files submitted in CMS: \_\_\_\_\_ Printed packet & copies due in Finance: \_\_\_\_\_

BOC Session Presenter(s) \_\_\_\_\_

### FOR FINANCE USE

Date Finance Received: \_\_\_\_\_ Date Legal Received: \_\_\_\_\_

Comments: W

### REQUIRED APPROVALS

DocuSigned by:  
Camber Schlag 6/9/2023  
C5B2F3DF257E444...  
Finance - Contracts Date

DocuSigned by:  
[Signature] 6/9/2023  
28C105A237994CE...  
Contract Specialist Date

n/a  
Legal Counsel Date

n/a  
Chief Administrative Officer Date

**INTERGOVERNMENTAL AGREEMENT**  
**Between**  
**MARION COUNTY and CITY OF KEIZER**  
**JV-5381-23**

**1. PARTIES TO AGREEMENT**

This Agreement between City of Keizer, hereafter called Agency, and Marion County, a political subdivision of the state of Oregon, hereafter called County, is made pursuant to ORS 190.010 (Cooperative Agreements).

**2. PURPOSE/STATEMENT OF WORK**

The purpose of this Agreement is to establish the terms and conditions under which the Agency will provide juvenile Peer Court services to County. These services are further described in Section 5.

The Agency and County are committed to maximizing the effectiveness of the juvenile justice system through innovation and cooperation by providing a diversion program from the Juvenile Department through Peer Court. Peer Courts have operated and shall continue to operate according to the Memorandum of Understanding, Letter of Agreement, and Operation Protocol for Keizer Youth Peer Court and Municipal Court, Exhibits A, B, and C which are attached to this Agreement and made a part hereof.

**3. TERM AND TERMINATION**

- 3.1 This Agreement shall be effective for the period of July 01, 2023 through June 30, 2026 unless sooner terminated or extended as provided herein.
- 3.2 This Agreement may be extended for an additional period of two years by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.
- 3.3 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- 3.4 County may terminate this agreement effective upon delivery of written notice to Agency or at such later date as may be established under any of the following conditions:
  - a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This agreement may be modified to accommodate a reduction in funds.
  - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.

- c. If any license, certificate, or insurance required by law or regulation to be held by Agency to provide the services required by this agreement is for any reason denied, revoked, or not renewed.
- d. If Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.
- e. If Agency fails to perform any of the provisions of this agreement or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within ten (10) days or such longer period as the County may authorize.

3.5 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

#### **4. FUNDING AND BILLING**

4.1 No funds will be exchanged between the County and Agency as a result of, or in support of this agreement.

#### **5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT**

The Agency shall directly and/or through subcontracts with individual contractors approved by the County, provide Peer Court programming as described in the Memorandum of Understanding and Operation Protocol for Keizer Youth Peer Court.

##### **5.1 UNDER THE TERMS OF THIS AGREEMENT, AGENCY SHALL:**

- a. For purposes of Peer Court referral processing, maintain written documentation of Peer Court activities.
- b. Provide the County copies of the Peer Court contracts.
- c. Ensure that services provided by Agency for Peer Court services are delivered appropriately.
- d. Provide accurate quarterly reports as determined by the County by the 15<sup>th</sup> day of the month in January, April, July and October.
- e. Make a written request for any change in established protocol or Agency to, and receive written approval from, County Juvenile Department Probation Supervisor.
- f. Unless otherwise specified, responsibility for all taxes, assessment and any other charges imposed by law upon employers shall be the sole responsibility of the Agency.
- g. Permit authorized representatives of the County, State of Oregon, or applicable audit agencies of the U.S. Government to review the records of the Agency as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County or permitted by law.
- h. If the Agency contracts for personal services as defined in ORS 279.051, the Agency shall pay all individual performing personal services under this contract at least time-and-a-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201-209, from receiving overtime. If this contract is for a public work subject to ORS

279.348 to 279.363 of the Davis-Bacon Act (40 USC 276a), the Agency agrees to abide by the provisions of ORS 279.350 or 40 USC 276a, whichever is applicable.

- i. Agency shall conduct the 10-question Juvenile Crime Prevention Brief Screen on all youth participating in the program as directed by County. Results shall be reported to the County quarterly unless otherwise directed by County.

## **5.2 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:**

- a. Provide ongoing oversight, monitoring, and cooperation with Peer Court programs to assure compliance with Memorandum of Understanding, Letter of Agreement, Waiver of Cases and Protocol for Peer and Municipal Courts.
- b. Collaborate with the Agency in the development of any changes in service levels or processes. Any additions or reductions to existing Peer Court service levels shall require the approval of County.
- c. Provide technical assistance and be available for consultation on Peer Court processes and reporting.

## **6. COMPLIANCE WITH APPLICABLE LAWS**

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

## **7. NONDISCRIMINATION**

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

## **8. HOLD HARMLESS**

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

## **9. INSURANCE**

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

## **10. MERGER CLAUSE**

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the

signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

**11. NOTICES**

Any notice required to be given the Agency or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For Agency:

Keizer Youth Peer Court  
City of Keizer  
930 Chemawa Rd NE  
Keizer, OR 97302

For County:

Troy Gregg, Director  
Marion County Juvenile Department  
2960 Center St NE Salem, OR 97301  
tgregg@co.marion.or.us

**12. SIGNATURES**

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

**MARION COUNTY SIGNATURE**

Authorized Signature:  6/9/2023  
DocuSigned by: 7B51FB55EA534F1...  
Department Director or designee Date

Reviewed by Signature:  6/9/2023  
DocuSigned by: C6B2F3DF257F444...  
Marion County Contracts & Procurement Date

**CITY OF KEIZER**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_ Date: \_\_\_\_\_  
Keizer City Attorney

**EXHIBIT A**

**LETTER OF AGREEMENT**

**Between the Marion County Juvenile Department and the City of Keizer**

WHEREAS, The City of Keizer is operating a juvenile Municipal Court and is interested in a continuation of this court pursuant to the existing agreement between the Marion County Juvenile Department and the City of Keizer; AND,

WHEREAS, ORS 419C.370 has been amended by the legislature of the State of Oregon to allow for additional offenses involving juvenile offenders to be heard at the Municipal Court level; AND,

WHEREAS, the City of Keizer and Marion County Juvenile Department are committed to maximizing the effectiveness of the juvenile justice system through innovation and cooperation; THEREFORE,

The undersigned parties hereby agree that certain cases eligible for waiver from the Marion County Juvenile Court to the Keizer Municipal Court pursuant to ORS 419C.370 will be handled in the Keizer Municipal Court unless determined inappropriate.

The parties further agree that the attached list of procedures entitled "Waiver of Juvenile Cases to Keizer Municipal Court, July 1, 2023" will govern which cases will be handled in Keizer Municipal Court and which will remain under the jurisdiction of the Marion County Juvenile Court.

The parties further agree that the Keizer Municipal Court will, upon its judgment, divert certain juvenile offenders to the Greater Keizer Community Peer Court if such a diversion is deemed by the Keizer Municipal Court to be appropriate given the circumstances.

This agreement will be reviewed annually to determine the efficacy of handling juvenile cases in Keizer Municipal Court and whether this practice furthers the goals of the Keizer community and the Marion County juvenile justice system.

This agreement, entered into this \_\_\_ day of \_\_\_\_, 2023 will remain in effect until the Juvenile Department rescinds or modifies the waiver order or either party gives the other party (30) days notice of its intent to terminate the agreement.

DocuSigned by:  
  
7B51FB55EA594F1...

6/9/2023

Troy Gregg, Director  
Marion County Juvenile Department

Adam Brown, City Manager  
City of Keizer

\_\_\_\_\_  
Keizer Municipal Court Judge

**EXHIBIT B**

**MEMORANDUM OF UNDERSTANDING  
MARION COUNTY JUVENILE DEPARTMENT  
Keizer Peer Court**

The Marion County Juvenile Department supports the philosophy and procedures of the Keizer Peer Court and recognizes the purposes of the Keizer Peer Court to divert youth residing in the City of Keizer and to provide alternative community sanctions and services. The Keizer Peer Court program includes standards for effective diversion:

- 1) Participation by local law enforcement agencies
- 2) Voluntary participation of the youth referred
- 3) Recruitment and training of adult and youth participants
- 4) Broad community support

The Marion County Juvenile Department and the Keizer Peer Court agree to follow the operation protocol as listed in Exhibit C below.

The Marion County Juvenile Department and the Keizer Peer Court agree to review this Memorandum of Understanding as well as the attached protocol upon the request of either party. This agreement is effective July 1, 2023.

DocuSigned by:  
  
 7B51FB55EA534F1...

6/9/2023

Troy Gregg, Director  
Marion County Juvenile Department

John Teague, Chief of Police  
Keizer Police Department

\_\_\_\_\_  
Keizer Municipal Court Judge

\_\_\_\_\_  
Adam Brown, City Manager  
City of Keizer

**EXHIBIT C**  
**OPERATION PROTOCOL**  
**Keizer Peer Court**  
**Marion County Juvenile Department**

The Marion County Juvenile Department wishes to cooperate with the Keizer Peer Court to offer a juvenile justice diversion to youth from the Keizer Community who meet agreed upon criteria. The following is a protocol on how this will occur.

- 1) Youth will be cited to Juvenile Court, Keizer Municipal Court and/or Keizer Peer Court by Law Enforcement per current policy. (See Operational Protocol for Juvenile Cases Summoned to Keizer Municipal Court.)
- 2) The Juvenile Department Intake/Diversion Unit will review referrals received and when appropriate will refer cases to the Keizer Peer Court. Appropriate referrals will meet the following criteria:
  - a) Offenders will be between the ages of 12 – 17
  - b) Offenders will reside within the boundaries of the Keizer community or attend Keizer catchment area schools
  - c) First time offenders
  - d) Offenses to be referred will be those listed on Appendix A
  - e) The Offense appears to have legal merit
  - f) In cases involving restitution, co-defendants who reside in Marion County will be referred to Peer Court even if they do not meet criteria listed in section 2b above.
- 3) Appropriate referrals will be routed to the Peer Court Coordinator. The Juvenile Department will open a file and indicate the disposition as “Peer Court”.
- 4) If the referral is successful, the peer court will close their file and provide the youth and family with information on expunction. Requests for expunction will be forwarded by the Peer Court Coordinator to the Juvenile Department Intake/Diversion Unit.

**Exception: All cases involving Minor in Possession of Alcohol, Possession of Marijuana less than one ounce (ORS 475.864 (3)(c), for these cases, the Peer Court file will be returned to the Juvenile Department.**

- 5) A referral may be unsuccessful for the following reasons:

- a) The youth and family either do not admit to the offense or do not agree to go through the peer court process.
  - b) The youth fails to follow through with the sanctions imposed by the peer court.
- 6) Unsuccessful referrals will be sent back to the Juvenile Department Records staff for further action. The peer court will return the original police report with a summary letter indicating why the referral is being sent back. The letter should detail the sanctions imposed, sanctions not completed, other pertinent case information, and a recommendation from the peer court regarding what further action would be appropriate. No additional sanctions will be provided by the Juvenile Department for status offenses.
- 7) If a youth receives a new referral while involved with peer court, the Juvenile Department Intake/Diversion probation officer will contact the Peer Court Coordinator to discuss the case. Possible actions would be:
- a) Peer court may be appropriate to handle the new referral if it is relatively minor (curfew, MIP tobacco, Criminal Trespass 3, minor traffics, etc).
  - b) Peer court may continue to handle the original referral and the new referral may be assigned to a Juvenile Department probation officer.
  - c) Peer court may decide to send the original referral back to the Juvenile Department to be dealt with along with the new referral.
- 8) Successful Peer Court cases may apply for expunction immediately after the final disposition of Peer Court **if** they have received no subsequent referrals.
- 9) Sanctions for youth referred for drug/alcohol referrals will include at least the following sanctions:
- a) The Municipal court or Peer Court will hold the youth's driver's license or permit for the duration of the case. Youth will not drive during the duration of the case.
  - b) The peer court facilitator has discretion to require participation in a substance abuse education class, in person or online; a drug/alcohol evaluation at a certified drug/alcohol treatment provider or other services as deemed appropriate. Youth will participate in education and/or treatment as recommended. (The Municipal Court, Peer Court and Marion County Juvenile Department will be included on release of information agreements with drug/alcohol providers)
- 10) **Note:** For Minor in Possession of Alcohol and Possession of Marijuana less than one-ounce charges, the District Attorney has only 6 months from the **date of citation** to file a petition. Therefore, the Juvenile Department needs to be notified when cases are **5 months** from the date of the citation, in order to have enough time to file a petition. This will enable the Juvenile Court to be able to provide a sanction should the youth fail Peer court.
- 11) Material related to drug/alcohol referrals, such as drug/alcohol evaluations, will be kept in a locked cabinet. Peer Court volunteers will not be allowed access to this material.
- 12) The Municipal Court and Peer Court will annually provide the Juvenile Department with

a report on number of cases, completion rates and other relevant information and statistics.

- 13) The Municipal Court and/or Peer Court will provide a completion status report on each case handled by the court at the termination of supervision regardless of the outcome of the case.
- 14) Referrals other than those listed in Appendix A may be reviewed on a case-by-case basis.

## APPENDIX A

The general age range for youth participation in Peer Court is 12 to 17 years of age.

Appropriate referrals would be for the following:

- Bicycle/Skateboard violations
- Boating and Game violations/offenses as referred by Municipal Courts – 15 years of age and younger
- Carrying a concealed weapon (discretion of the Juvenile Department)
- City Ordinances
- Criminal Mischief 2 and 3, Graffiti-related offenses
- Criminal Trespass 1 and 2
- Curfew (including Daytime Curfew), Runaways and Truancy
- Harassment, Telephonic Harassment, Disorderly Conduct, Giving False Information to Police, Misuse of 911, Initiating a False Report
- Menacing (discretion of the Juvenile Department)
- MIP – Tobacco
- MIP of Alcohol by Consumption or Possession
- Misrepresentation of Age
- Pedestrian Interference
- Possession of Less than 1 oz Marijuana
- Reckless Burn
- Theft 2 and 3, Theft by Receiving, Theft of Lost or Mislaid Property, Theft by Deception, Theft of Services less than \$750, Mail Theft or Receipt of Stolen Mail
- Unlawful Possession of Inhalants
- Other offenses not listed may be referred to the Juvenile Intervention Team by the Juvenile Department with agreement of the Juvenile Intervention Team.

## KEIZER PEER COURT

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Name of Peer Court



CITY COUNCIL MEETING: July 3, 2023

To: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: Adam J. Brown, City Manager

FROM: Tim Wood, Assistant City Manager

**SUBJECT: AUTHORIZATION FOR THE FINANCE DIRECTOR TO ENTER INTO AMENDMENT NO. 1 OF AN INTERAGENCY CORONAVIRUS STATE FISCAL RECOVERY FUND GRANT AGREEMENT WITH THE STATE OF OREGON**

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**PROPOSED MOTION:**

*I move the City Council adopt Resolution R2023-\_\_\_\_\_ Authorizing Finance Director to Sign Amendment No. 1 to Coronavirus State Fiscal Recovery Fund Grant Agreement 8015 (Meadows Pump Station and Casa Support).*

**I. SUMMARY:**

In January 2022 the City entered into a Coronavirus State Fiscal Recovery Fund Grant Agreement with the State of Oregon in which the City received \$850,000 in grant funds.

This amendment is at the request of the State of Oregon and in response to the Office of Management and Budget's (OMB) 2023 Compliance Supplement that reduces the compliance requirements by removing

- The Single Audit Requirement;
- The inclusion of expenditures under the grant in the Schedule of Expenditures of Federal Awards; and
- The entirety of Exhibit C referencing the federal pass-through funding.

**II. BACKGROUND:**

- A. In January 2022 the City entered into a Coronavirus State Fiscal Recovery Fund Grant Agreement with the State of Oregon.
- B. The agreement provides that the City is to use the funds to construct the Meadows Pump Filtration Station and to provide support for CASA of Marion County.
- C. The City has provided the \$150,000 in support to CASA of Marion County during Fiscal Year 2021-22.

- D. The construction of the Meadows Pump Filtration Station is in process and will be completed during Fiscal Year 2023-24.

### III. **CURRENT SITUATION:**

- A. The OMB has issued the 2023 Compliance Supplement for the CSFRF funds reducing the compliance requirements.
- B. The State of Oregon would like to amend the original agreement to acknowledge the change in compliance requirements.

### IV. **ANALYSIS:**

- A. **Strategic Impact** – No Strategic impact.
- B. **Financial** – The City has received the \$850,000 during Fiscal Year 2021-22.
- C. **Timing** – The grant funds must be used by June 30, 2024.
- D. **Policy/legal** – Amendments to the grant agreement require City Council approval.

### **ALTERNATIVES:**

- A. Authorize the Finance Director to enter into Amendment No. 1 of the interagency agreement to reduce the ongoing compliance requirements.
- B. Take no action and comply with the existing compliance requirements.

### **RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution R2023-\_\_\_\_ Authorizing the Finance Director to enter into Amendment No. 1 of an interagency Coronavirus State Fiscal Recovery Fund Grant Agreement with the State of Oregon.

### **ATTACHMENTS:**

- State of Oregon Grant Agreement No. 8015
- Resolution R2023-\_\_\_\_ Authorizing Finance Director to Sign Amendment No. 1 to Coronavirus State Fiscal Recovery Fund Grant Agreement 8015 (Meadows Pump Station and CASA Support)

**CORONAVIRUS STATE FISCAL RECOVERY FUND  
GRANT AGREEMENT**

Contract Number: 8015

This grant agreement (“Contract”), dated as of the date the Contract is fully executed, is between the State of Oregon, acting through its Oregon Department of Administrative Services (“DAS”), and City of Keizer, Oregon (“Recipient”). This Contract becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Contract shall expire **October 1, 2024**.

This Contract includes Exhibit A - Contact Information, Use of Funds/Project Description and Reporting Requirements, Exhibit B - Insurance Requirements and Exhibit C - Federal Award Identification.

Pursuant to Oregon Laws 2021, chapter 669, section 74, DAS is authorized to distribute grant funds from funds received by the State of Oregon under the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802) for the purpose of the Meadows Pump Station and CASA Support as more particularly described in Exhibit A.

**SECTION 1 - KEY GRANT TERMS**

The following capitalized terms have the meanings assigned below.

**Grant Amount:** \$850,000.00.

**Completion Deadline:** June 30, 2024.

**SECTION 2 - FINANCIAL ASSISTANCE**

DAS shall provide Recipient, and Recipient shall accept from DAS, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

DAS’s obligations are subject to the receipt of the following items, in form and substance satisfactory to DAS and its Counsel:

- (1) This Contract duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions and information as DAS may reasonably require.

**SECTION 3 - DISBURSEMENT**

A. Full Disbursement. Upon execution of this Contract and satisfaction of all conditions precedent, DAS shall disburse the full Grant to Recipient.

B. Financing Availability. DAS’s obligation to make, and Recipient’s right to request disbursement under this Contract terminate on the Completion Deadline.

C. Conditions to Disbursements. DAS has no obligation to disburse Grant funds unless:

- (1) DAS has sufficient funds currently available for this Contract; and
- (2) DAS has received appropriations, limitations, allotments or other expenditure authority sufficient to allow DAS, in the exercise of its reasonable administrative discretion, to make payment, and notwithstanding anything in the Contract, occurrence of such contingency does not constitute a default.

#### SECTION 4 - USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant to build a Meadows Pump Station and provide CASA Support (the “Project”). Recipient may only use Grant funds to cover Project costs incurred during the period beginning March 3, 2021, and ending on the Completion Deadline (“Eligible Costs”). Recipient must disburse the entire Grant Amount on Eligible Costs no later than the Completion Deadline.

#### SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to DAS as follows:

A. Organization and Authority.

- (1) Recipient is a local government validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Contract and incur and perform its obligations under this Contract.
- (3) This Contract has been authorized by an ordinance, order or resolution of Recipient’s governing body if required by its organizational documents or applicable law.
- (4) This Contract has been duly executed by Recipient, and when executed by DAS, is legal, valid and binding, and enforceable in accordance with their terms.

B. Compliance with Coronavirus State Fiscal Recovery Fund. Recipient will comply with the terms, conditions and requirements of the federal Coronavirus State Fiscal Recovery Fund (codified at 42 U.S.C. 802) from which the Grant is funded, including all implementing regulations (31 CFR 35.1 *et seq.*) and other guidance promulgated by the U.S. Department of the Treasury (collectively, the “CSFRF”).

C. Full Disclosure. Recipient has disclosed in writing to DAS all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.

D. Pending Litigation. Recipient has disclosed in writing to DAS all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Contract.

#### SECTION 6 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify DAS of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Contract.

B. Compliance with Laws.

- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.

C. Federal Audit Requirements. The Grant is federal financial assistance, and the associated Assistance Listings number is 21.027. Recipient is a subrecipient.

- (1) If Recipient receives federal funds in excess of \$750,000 in Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to DAS a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to DAS the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
- (2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.
- (3) Recipient shall save, protect and hold harmless DAS from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.
- (4) Recipient is authorized to use the Grant to pay itself for those administrative costs that are eligible costs under the CSFRF to implement the Project. DAS's approval of Recipient's administrative costs does not preclude the State of Oregon from later recovering costs from Recipient if the U.S. Department of the Treasury disallows certain costs after an audit.

D. System for Award Management. Recipient must comply with applicable requirements regarding the federal System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

E. Employee Whistleblower Protection. Recipient must comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Recipient must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

F. Compliance with 2 CFR Part 200. Recipient must comply with all applicable provision of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the Cost Principles and Single Audit Act requirements.

G. Federal Funds. DAS's payments to Recipient under this Grant will be paid by funds received by DAS from the United States Federal Government. Recipient, by signing this Grant certifies neither it nor its employees, contractors, subcontractors or subrecipients who will administer this Contract are currently employed by an agency or department of the federal government.

- H. Insurance. Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers, insuring against liability, in the coverages and amounts described in Exhibit B.
- I. Return of Undisbursed Grant Funds. Recipient must return to DAS any Grant funds not disbursed by the Completion Deadline.
- J. Financial Records. Recipient will cooperate with DAS to provide all necessary financial information and records to comply with CSFRF reporting requirements, as well as provide DAS the reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records until five years after the Completion Deadline or the date that all disputes, if any, arising under this Contract have been resolved, whichever is later.
- K. Inspection. Recipient shall permit DAS, and any party designated by DAS, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Contract. Recipient shall supply any Contract-related information as DAS may reasonably require.
- L. Notice of Event of Default. Recipient shall give DAS prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- M. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless DAS and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors, that is related to this Contract; however, the provisions of this section are not to be construed as a waiver by DAS of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- N. Representations and Covenants Regarding Prevailing Wage.
- (1) The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state "PWR"), or, if applicable, 40 U.S.C. 3141 et seq. (federal "Davis-Bacon Act"). If applicable, Recipient shall:
    - a) comply with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;
    - b) pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project; and

- c) unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Recipient is a “public body” and the Project is a “qualified project,” as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Recipient shall require each contractor in a contract with an estimated cost of \$200,000 or greater to:
- i. Enter into a project labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;
  - ii. Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices’ respective apprenticeship training programs;
  - iii. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups; and
  - iv. Require any subcontractor engaged by the contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the subcontract has an estimated cost of \$200,000 or greater.
- (2) Recipient represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
- (3) Pursuant to ORS 279C.817, Recipient may request that the Commissioner of BOLI make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

#### SECTION 7 - DEFAULT

- A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:
- (1) Misleading Statement. Any materially false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.
  - (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Contract, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by DAS. DAS may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.
- B. DAS Default. DAS will be in default under this Contract if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Contract.

## SECTION 8 - REMEDIES

- A. DAS Remedies. Upon the occurrence of an Event of Default, DAS may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of DAS's obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from DAS. If, as a result of an Event of Default, DAS demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon DAS's demand. DAS may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. DAS reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.
- B. Recipient Remedies. In the event of default by DAS, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims DAS has against Recipient.

## SECTION 9 - TERMINATION

In addition to terminating this Contract upon an Event of Default as provided in Section 8, DAS may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. If DAS anticipates a shortfall in applicable revenues or DAS fails to receive sufficient funding, appropriations or other expenditure authorizations to allow DAS, in its reasonable discretion, to continue making payments under this Contract.
- B. There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

This Contract may be terminated at any time by mutual written consent of the parties.

## SECTION 10 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of DAS to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- C. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or DAS at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of DAS, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of DAS.
- G. Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- H. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- I. No Third-Party Beneficiaries. DAS and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- J. Survival. The following provisions, including this one, survive expiration or termination of this Contract: Sections 6 (excepting 6.H, Insurance), 7, 8, 10.B, 10.C, 10.L and 10.M.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.

L. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to DAS by its attorneys.

M. Public Records. DAS's obligations under this Contract are subject to the Oregon Public Records Laws.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON  
acting by and through its  
Department of Administrative Services

CITY OF KEIZER, OREGON

By: [Signature]  
DAS Authorized Representative

George Naughton  
DAS Chief Financial Officer

Date: Jan. 24, 2022

By: [Signature]  
Authorized Representative Signature

Timothy E. Wood Finance Director  
Authorized Representative Name and Title

Date: 1/19/2022

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

s/ Samuel B. Zeigler 12/16/2021  
Samuel B. Zeigler, Senior Assistant Attorney General

Approved as to form:  
[Signature] 1-19-22  
Keizer City Attorney

**EXHIBIT A**  
**CONTACT INFORMATION, USE OF FUNDS/ PROJECT DESCRIPTION AND REPORTING REQUIREMENTS**

**Contact Information:**

**DAS**

State of Oregon, acting by and through its  
 Department of Administrative Services  
 155 Cottage St. NE  
 Salem, OR 97301-3966

**Contract Administrator:** Stephanie Tyrer

**Telephone:** 971-374-3308

**Email:** statefiscal.recoveryfund@das.oregon.gov

**Recipient**

City of Keizer, Oregon

930 Chemawa Rd NE  
 Keizer, OR 97303

**Contact:** Tim Wood

**Telephone:** 503-856-3413

**Email:** woodt@keizer.org

**Use of Funds/ Project Description:**

Recipient shall construct a building at the Meadows Pump Station to remove/reduce manganese and iron bacteria from the existing Meadows Pump Station. Recipient shall also support CASA of Marion County to serve at-risk youth in foster care due to abuse and neglect.

**Reporting Requirements:**

**Schedule**

Report Name	Frequency	Due Dates
Project Performance Plan	One-Time	January 15, 2022
Quarterly Report	Quarterly	April 15 <sup>th</sup> , July 15 <sup>th</sup> , October 15 <sup>th</sup> , January 15 <sup>th</sup>
Annual Report	Annually	January 15, 2022; July 15 <sup>th</sup> annually thereafter

**Project Performance Plan**

Recipient shall submit to DAS, using a template and instructions provided by DAS, the following information in the Project Performance Plan:

1. Problem Statement
2. Goal
3. Rationales
4. Assumptions
5. Resources
6. Activities
7. Outputs
8. Short-Term Outcomes
9. Intermediate Outcomes
10. Long-Term Outcomes

## Quarterly Reports

Recipient shall submit Quarterly Reports to DAS which shall include such information as is necessary for DAS to comply with the reporting requirements established by 42 U.S.C. 802, guidance issued by the U.S. Treasury, and 2 CFR Part 200 (known as the “Super Circular”). The reports shall be submitted using a template provided by DAS that includes the following information:

1. Expenditure Report
  - a) Quarterly Obligation Amount
  - b) Quarterly Expenditure Amount
  - c) Projects
  - d) Primary Location of Project Performance
  - e) Detailed Expenditures (categories to be provided by DAS)
2. Project Status Update
  - a) Status of project: not started, completed less than 50 percent, completed 50 percent or more, completed.
  - b) Progress since last update including project outputs and achieved outcomes.
  - c) Identify barriers/risks to outcomes and describe actions taken to mitigate delays/risks to the overall project goal.
  - d) Optional: Share with DAS community outreach/engagement or other positive local news stories.

## Annual Reports

Recipient shall submit to DAS a report annually on the following, as applicable, using a template provided by DAS:

1. How the Project is Promoting Equitable Outcomes, if applicable
2. How the Project is Engaging with the Community, if applicable

## Administrative Costs

Recipient shall also deliver to DAS no later than July 15, 2024, an accounting of all of its direct administrative costs paid by this Grant accompanied by a certification statement that all such costs comply with the CSFRF. Grant funds may not be used to pay for any costs incurred after the Completion Deadline. For any unexpended Grant funds that were allocated for administrative costs as provided in the not-to-exceed amount above, DAS will direct Recipient on how to return or expend any such funds.

<b>EXHIBIT B – INSURANCE REQUIREMENTS</b>
---

Recipient shall obtain at Recipient's expense the insurance specified in this Exhibit B before performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DAS. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its subcontractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

**COMMERCIAL GENERAL LIABILITY:**

Required     Not required

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

**AUTOMOBILE LIABILITY INSURANCE:**

Required     Not required

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

**A. Automobile Liability Broadened Pollution Liability Coverage Endorsement**

If Recipient is transporting any type of **hazardous materials** to implement the Project, then endorsements CA 99 48 or equivalent and MSC-90 (if Recipient is a regulated motor carrier) are required on the Automobile Liability insurance coverage.

**PROFESSIONAL LIABILITY:** Required  Not required

**Professional Liability** covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by Recipient and Recipient's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims-made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or Recipient shall provide continuous claims made coverage as stated below.

**POLLUTION LIABILITY:** Required  Not required

Pollution Liability Insurance covering Recipient's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Recipient, all arising out of the Project (including transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Recipient's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by Recipient that arise from the Project (including transportation risk) performed by Recipient under this Contract is also acceptable.

**EXCESS/UMBRELLA INSURANCE**

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Contract, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

**ADDITIONAL INSURED:**

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

**WAIVER OF SUBROGATION:**

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

**CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of:

- (i) Recipient's completion and DAS's acceptance of all Services required under the Contract, or
- (i) DAS or Recipient termination of this Contract, or
- (ii) The expiration of all warranty periods provided under this Contract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Upon request, Recipient shall provide to DAS Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance DAS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION:**

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

**INSURANCE REQUIREMENT REVIEW:**

Recipient agrees to periodic review of insurance requirements by DAS under this Contract and to provide updated requirements as mutually agreed upon by Recipient and DAS.

**STATE ACCEPTANCE:**

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

**EXHIBIT C**  
**FEDERAL AWARD IDENTIFICATION**  
**(REQUIRED BY 2 CFR 200.332(A)(1))**

(i) Subrecipient* Name: <i>(must match name associated with UEI)</i>	City of Keizer, Oregon
(ii) Subrecipient's Unique Entity Identifier (UEI):	038038147 (DUNS)
(iii) Federal Award Identification Number (FAIN):	SLFRP4454
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	July 23, 2021
(v) Grant period of performance start and end dates:	Start: March 3, 2021 End: June 30, 2024
(vi) Grant budget period start and end dates:	Start: March 3, 2021 End: June 30, 2024
(vii) Amount of federal funds obligated by this Grant:	\$850,000.00
(viii) Total amount of federal funds obligated to Subrecipient by pass-through entity, including this Grant:	\$
(ix) Total amount of the federal award committed to Subrecipient by pass-through entity**: <i>(amount of federal funds from this FAIN committed to Recipient)</i>	\$850,000.00
(x) Federal award project description:	Coronavirus State Fiscal Recovery Fund
(xi) a. Federal awarding agency:	U.S. Department of the Treasury
b. Name of pass-through entity:	Oregon Department of Administrative Services
c. Contact information for awarding official of pass-through entity:	Stephanie Tyrer, COVID Fiscal Relief Mgr. statefiscal.recoveryfund@das.oregon.gov
(xii) Assistance listings number, title and amount:	Number: 21.027 Title: Coronavirus State and Local Fiscal Recovery Funds Amount: \$2,648,024,988.20
(xiii) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiv) a. Indirect cost rate for the federal award:	
b. Is the 10% de minimis rate being used per 2 CFR § 200.414?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

\* For the purposes of this Exhibit C, "Subrecipient" refers to Recipient and "pass-through entity" refers to DAS.

\*\* The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current state fiscal year.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2023-\_\_\_\_\_

AUTHORIZING FINANCE DIRECTOR TO SIGN AMENDMENT NO. 1 TO CORONAVIRUS STATE FISCAL RECOVERY FUND GRANT AGREEMENT 8015 (MEADOWS PUMP STATION AND CASA SUPPORT)

WHEREAS, the City of Keizer entered into Grant Agreement No. 8015 in January 2022;

WHEREAS, the funds received under the grant agreement are for the purpose of the Meadows Pump Station and CASA Support;

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

WHEREAS, the State and the City wish to enter into the attached Amendment No. 1;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Finance Director is authorized to sign the attached Amendment No 1 to the Coronavirus State Fiscal Recovery Fund Grant Agreement.

BE IT FURTHER RESOLVED that the Finance Director is authorized to executive further amendments to this agreement in the future without Council authorization unless the amendments are budgetary in nature.

1 BE IT FURTHER RESOLVED that the Finance Director or City Manager is  
2 directed and authorized to take all action necessary and appropriate in connection with  
3 such agreement.

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

6 PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

7  
8 SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

9  
10  
11  
12  
13  
14  
15

\_\_\_\_\_

Mayor

\_\_\_\_\_

City Recorder

**STATE OF OREGON  
GRANT AGREEMENT NO. 8015**

Amendment No. 1

This is Amendment Number 1 ("Amendment") to Grant Agreement No. 8015 (the "Agreement") between the State of Oregon, acting by and through the Department of Administrative Services ("DAS"), and City of Keizer ("Grantee"), each a "Party" and, together, the "Parties". This Amendment amends the Agreement to delete certain federal subaward requirements pursuant to the U.S. Office of Management and Budget's 2 CFR PART 200, APPENDIX XI COMPLIANCE SUPPLEMENT (May 2023) ("OMB 2023 Compliance Supplement").

1. **Effective Date.** This Amendment shall become effective when fully signed and approved as required by applicable law.

2. **Amendments to Agreement:**

Exhibit C and the reference thereto on the first page of the Agreement are deleted in their entirety.

Amendments elsewhere in the Agreement: New Language is indicated by **bolding** and underlining and deleted language is indicated by **bolding** and ~~striking~~:

**SECTION 6: Covenants of Recipient**

Recipient covenants as follows:

C. ~~**Federal** Audit Requirements. **The Grant is federal financial assistance, and the associated Assistance Listings number is 21.027. Recipient is a subrecipient.**~~

(1) **This Amendment amends the Agreement to delete certain federal subaward requirements pursuant to the U.S. Office of Management and Budget's 2 CFR Part 200, Appendix XI Compliance Supplement (May 2023) ("OMB 2023 Compliance Supplement"). If Recipient receives** ~~expends federal funds in excess of \$750,000 or more during Recipient's fiscal year in federal awards, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to DAS a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to DAS the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract. Subject to the limitations in 2 CFR 200.425, a reasonably proportionate share of the costs of any audits required by, and performed in accordance with, the Single Audit Act Amendments of 1996 (31 USC 5701-7507) (the "Single Audit Act"), are allowable costs payable with Grant funds.~~

F. Compliance with 2 CFR Part 200. Recipient must comply with all applicable provisions of 2 CFR Part 200, Uniform Administrative Requirements, which include Cost Principles, but not and Audit Requirements for Federal Awards, including the Cost Principles and Single Audit Act requirements, pursuant to the UST 2023 Compliance Supplement.

**P. Administrative Costs. Recipient may use a negotiated indirect cost rate or an approved cost allocation plan to recover administrative costs in administering the grant. If Recipient does not have a**

**negotiated rate or approved cost allocation plan, it is allowable to use the federal de minimis rate of 10%.**

- 3. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- 4. Except as expressly amended above, all other terms and conditions of the original Agreement remain in full force and effect.
- 5. The parties expressly affirm and ratify the Agreement as herein amended.
- 6. Parties certify that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

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



**STATE OF OREGON**  
 acting by and through its  
 Department of Administrative Services

**CITY OF KEIZER**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

\_\_\_\_\_  
Samuel B. Zeigler, Senior Assistant Attorney General



**MINUTES**  
**KEIZER CITY COUNCIL**  
**Tuesday, June 20, 2023**  
**Keizer Civic Center, Council Chambers**  
**Keizer, Oregon**

**CALL TO ORDER**

Mayor Clark called the meeting to order at 7:00 pm. Roll call was taken as follows:

**Present:**

Cathy Clark, Mayor  
Laura Reid, Councilor  
Shaney Starr, Councilor  
Kyle Juran, Councilor  
Daniel Kohler, Councilor  
Robert Husseman, Councilor  
Soraida Cross, Councilor

**Staff:**

Adam Brown, City Manager  
Shannon Johnson, City Attorney  
Shane Witham, Planning Director  
Bill Lawyer, Public Works Director  
John Teague, Police Chief  
Machell DePina, Human Resources  
Tracy Davis, City Recorder

**FLAG SALUTE**

Mayor Clark led the pledge of allegiance.

**SPECIAL ORDERS OF BUSINESS**

**a. Presentation by Dr. Satya Chandragiri**

*Dr. Satya Chandragiri* shared information regarding youth mental health and suicide prevention sharing information through a slide presentation which covered warning signs, education programs, student safety resources and information, and strategies and approaches.

Mayor Clark thanked Dr. Chandragiri for sharing the information and suggested that with Council consensus, sessions be held with other partners to further address this subject. Councilor Reid shared information about a two-part advisory lesson held at McNary regarding mental health. Dr. Chandragiri concluded his presentation urging everyone to talk about the subject in public, connect with the American Foundation of Suicide Prevention and the Mid-Willamette Valley Council on Suicide Prevention and use social media and other ways to communicate with the community.

**COMMITTEE REPORTS**

**a. Volunteer Coordinating Committee Recommendations for Appointment – Keizer Public**

City Recorder Tracy Davis summarized her staff report.

Councilor Starr moved that the Keizer City Council accept the recommendation of the Volunteer Coordinating Committee and appoint Derek Bish and Marylyn Wood to positions 2 and 5 respectively on the Keizer Public Arts Commission, terms expiring June 30, 2026, and appoint Katherine Klein as Youth Committee Liaison to the Keizer Public

**Arts Commission and Youth Liaisons for Keizer Public Arts Commission and Keizer Planning Commission**

Arts Commission and Angelica Sarmiento as Youth Committee Liaison to the Keizer Planning Commission, for the terms starting September 1, 2023 and ending May 31, 2024. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Husseman, Cross, Kohler, Starr and Juran (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

*Matt Lawyer*, Keizer, reported that the Parks Advisory Board had recently approved a matching grant for flowers to attract pollinators at the Peggy & Jerry Moore Community Garden and had received an update from staff regarding various issues in parks.

He then reported that the Planning Commission had heard testimony from David Dempster regarding various Traffic Safety/Bikeways/ Pedestrian Committee concerns and possible coordination between the two groups to address overlapping concerns. The Commission also held a public hearing on land use fees and recommended Council approve the new fees. Councilor Husseman inquired as to how the two groups might coordinate to serve the City. Mr. Lawyer responded that working through the neighborhood associations might encourage more public participation. He commended the Keizertimes for getting information out, added that it was important to rely on the expertise of the Public Works and Planning staff and suggested that concerns should be brought directly to them.

Finally, Mr. Lawyer reported on the Claggett Creek Watershed Council Soggy Day in the Park event providing details about attendance, volunteers, and participants and thanked everyone who helped make it happen.

*Tammy Kunz*, Keizer, President of the Greater Northeast Keizer Neighborhood Association asked how to get neighborhood association brochures placed inside the City Hall lobby where bills are paid. She was told to bring them in.

**PUBLIC COMMENTS**

Mayor Clark acknowledged for the record receipt of written comments from *Shannon Priem* and *William Smalldone*, representatives of Southeast Salem Neighborhood Association regarding Vision Zero for Salem-Keizer with SKATS MTSAP update; *Bruce* and *Sue Purdy*, Keizer, regarding Keizer Little League; and *Kathryn Lincoln*, Keizer, regarding City Hall Trellis Repair.

*Carol Doerfler*, Keizer, urged that the speed limit be lowered on Verda Lane between Dearborn and Chemawa. Mr. Lawyer indicated that he would be discussing speed limits with the traffic engineer to see how to move forward on this.

*Julia Ann Goin*, Keizer, voiced support for the leash law.

*Patrick Pardo*, Keizer CERT, explained that CERT is community based and staffed by citizens who volunteer to assist during disasters. He provided details about the organization noting that it has been under the jurisdiction of Marion County but would like to change that to the City of Keizer for liability reasons.

## **PUBLIC HEARING**

*Mayor Clark opened the Public Hearing.*

### **a. RESOLUTION – Certification of Lighting District Assessments**

City Attorney Shannon Johnson summarized the staff report.

*With no further testimony, Mayor Clark closed the Public Hearing.*

Councilor Starr moved that the Keizer City Council adopt a Resolution Certification of Lighting District Assessments for Fiscal Year 2023-24. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Husseman, Cross, Kohler, Starr and Juran (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

## **ADMINISTRATIVE ACTION**

### **a. ORDINANCE – Regulating Dogs at Large**

City Manager Adam Brown summarized his staff report.

Councilor Starr moved that the Keizer City Council adopt a Bill for an Ordinance regulating Dogs at Large. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Husseman, Cross, Kohler, Starr and Juran (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

### **b. ORDINANCE – Amending Ordinance No. 2020-812 (Prohibiting Camping On Sidewalks, Public Property and Public Rights-of-Way); Declaring an Emergency**

City Attorney Shannon Johnson summarized this issue, handed out the red-lined version of the ordinance and read the changes in that version which included suggested amendments to the Ordinance in the packet.

Councilor Starr moved that the Keizer City Council adopt a Bill for an Ordinance Amending Ordinance No. 2020-812 (Prohibiting Camping On Sidewalks, Public Property and Public Rights-of-Way) as amended by the reading; Declaring an Emergency. Councilor Reid seconded.

Mayor Clark made the following statement: Keizer prioritizes the health, safety, and wellbeing of all people in our community. Keizer has taken positive action for effective services and facilities for people for whom housing and homelessness are issues they are facing, particularly our involvement with the ORS 190 governmental body associated with the Mid-Willamette Valley Homeless Alliance, a HUD recognized continuum of care OR-504. In addition, Keizer has continued to implement state land use mandates to maximize density, mixed use, and utilize the land within the Urban Growth Boundary as fully and compactly as possible.

Most rights-of-way are not appropriate for camping purposes due to safety issues and the state and federal disability laws which prohibit blocking pedestrian and wheel chair access.

Motion passed as follows:

AYES: Clark, Reid, Husseman, Kohler, Starr and Juran (6)

NAYS: Cross (1)

ABSTENTIONS: None (0)

ABSENT: None (0)

- c. RESOLUTION – Authorizing City Manager and Chief of Police to Sign 2023-2026 Collective Bargaining Agreement with Keizer Police Association**
- Human Resources Director Machell DePina summarized her staff report.
- Councilor Starr moved that the Keizer City Council adopt a Resolution Authorizing City Manager and Chief of Police to Sign 2023-2026 Collective Bargaining Agreement with Keizer Police Association. Councilor Reid seconded.
- Friendly amendment made to include ‘based on the attached tentative agreements’ accepted by Starr and Reid.
- Motion passed unanimously as follows:
- AYES: Clark, Reid, Husseman, Cross, Kohler, Starr and Juran (7)
- NAYS: None (0)
- ABSTENTIONS: None (0)
- ABSENT: None (0)

- d. RESOLUTION – Authorizing the City Manager to Award and Enter Into An Agreement with Remodeling by Classic Homes, Inc. for Civic Center Trellis Repair**
- Councilor Juran declared an actual conflict of interest as he is the president and sole owner of Remodeling by Classic Homes, Inc., and recused himself from discussion and voting on this item
- Public Works Director Bill Lawyer summarized his staff report and fielded questions regarding the original budget, use of ARPA funds and the reason for the delay. Councilor Husseman announced that he could not in good conscience vote on something to enrich a sitting member of Council and left the meeting.
- Discussion continued regarding the cost of the project, employee breakrooms, removing but not replacing the trellis, employee use of the area, health and wellness, replacing wood with steel so that it would not need to be replaced again, disrupting the design of the building by removal, and public use of the area.
- Carolyn Homan*, Keizer, requested that in the interest of transparency the City release the names of other contractors contacted in order to avoid any appearance of favoritism.
- Councilor Starr moved that the Keizer City Council adopt a Resolution authorizing the City Manager to enter into a contract with Remodeling by Classic Homes Inc. for the Civic Center Trellis Repair project. Councilor Reid seconded. Motion passed as follows:

AYES: Clark, Reid, Kohler and Starr (4)  
 NAYS: Cross (1)  
 ABSTENTIONS: Juran (1)  
 ABSENT: Husseman (1)

## **CONSENT CALENDAR**

- a. RESOLUTION – Authorizing the City Manager and Public Works Director to Enter Into Intergovernmental Agreement for Right of Way Services (Verda Lane: Dearborn Avenue to Salem Parkway (Keizer))
- b. Approval of May 25, 2023 Special Session Minutes
- c. Approval of June 5, 2023 Regular Session Minutes

Councilor Starr moved for approval of the Consent Calendar. Councilor Reid seconded. Motion passed as follows:

AYES: Clark, Reid, Cross, Kohler, Starr and Juran (6)  
 NAYS: None (0)  
 ABSTENTIONS: None (0)  
 ABSENT: Husseman (1)

## **OTHER BUSINESS** None

## **STAFF UPDATES**

Human Resources Director Machell DePina announced that Police Chief recruitment closes at the end of the week.

City Manager Adam Brown announced that Dawn Wilson from the Finance Department had been hired to fill the position of Deputy City Recorder Debbie Lockhart.

City Recorder Tracy Davis noted that this was her last Council meeting before the position is taken over by Melissa Bisset and extended her appreciation to the City, her co-workers and the awesome citizens of Keizer.

Chief Teague announced that the patrol unit checks handicap parking spaces regularly. He noted the amounts checked recently adding that they found parking mostly in compliance. Placards can be on the dashboard as well as hanging from the mirror.

Public Works Director Bill Lawyer invited everyone to the Public Works Open House on Thursday.

City Attorney Shannon Johnson announced that the Climate Friendly and Equitable Communities litigation set a date of July 12 for the oral argument.

## **COUNCIL MEMBER REPORTS**

Councilor Cross reported on meetings and events she had attended and announced upcoming ones.

Councilor Juran thanked Councilor Kohler for attending the Planning Commission meeting for him while he was on vacation.

Councilor Starr thanked Councilors Cross, Reid and Kohler for attending meetings on her behalf while she was out of town and congratulated everyone on a great 40<sup>th</sup> birthday party.

Councilor Kohler reported on various events and meetings he had attended and thanked everyone, specifically Robin Barney, Benita Picasso, Tammy Kunz and Tim Wood for their efforts at the 40<sup>th</sup> birthday party.

Councilor Reid thanked Lily Von, Nolan Gonzalez and the team for their professional expertise. She thanked city staff, Valor Mentoring, Keizer Heritage Foundation, Robin Barney and Keizertimes for their part in the 40<sup>th</sup> Birthday party efforts and shared various highlights from the event including details about the Rosalie’s Cows dedication which was attended by five generations of the Herber family.

Mayor Clark provided an update on House Bills 2405 and 3260, congratulated Elaine Losier, the new executive Director of the Mid-Willamette Valley Homeless Alliance and C-TECH graduates, reported on various meetings and events she had attended and announced upcoming ones.

**AGENDA INPUT**

July 3, 2023 – 7:00 p.m. – City Council Regular Session  
July 10, 2023 – 6:00 p.m. – City Council Work Session  
July 17, 2023 – 7:00 p.m. – City Council Regular Session

**ADJOURNMENT**

Mayor Clark adjourned the meeting at 9:36 p.m.

MAYOR:

APPROVED:

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Cathy Clark

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Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

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Councilor #1 – Laura Reid

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Councilor #4 – Soraida Cross

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Councilor #2 – Shaney Starr

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Councilor #5 – Robert Husseman

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Councilor #3 – Kyle Juran

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Councilor #6 – Daniel R. Kohler

Minutes approved: \_\_\_\_\_