

Accessibility and Accommodation Requests

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

AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION

Monday, March 17, 2025

6:00 PM

Robert L. Simon Council Chambers - Keizer, Oregon

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **FLAG SALUTE**
4. **SPECIAL ORDERS OF BUSINESS**
 - a. **PROCLAMATION** - Women's History Month
5. **COMMITTEE REPORTS**
 - a. **Art Commission Council Liaison Appointment**
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**
8. **ADMINISTRATIVE ACTION**
 - a. **ORDINANCE** - Establishing a Franchise Agreement with Northwest Natural Gas Company for Placement of Gas Utilities in the Public Rights-of-Way; Repeal of Ordinance No. 2012-669
 - b. **Amphitheatre Fee Waiver - 2025 Keizer Rapids Summer Sounds Concert Series**
 - c. **Event Center Fee Waiver - Vetcare, Westcare Oregon - 2nd Annual Mental Health Summit**
 - d. **RESOLUTION** - Authorizing City Manager to Sign Agreement with Keizer Chamber of Commerce for Visitors Center and Tourism Promotion Services; Waiving of City-Related Fees as Sponsorship of Events

- e. **RESOLUTION** - Authorizing a Temporary Suspension of the Ordinance Prohibiting Street Vendors

RESOLUTION - Authorizing Temporary Use and Signs Subject to Conditions for KeizerFest (2025)

- f. Discussion - Advisory Recommendations from the Community Diversity Engagement Committee (CDEC)
- g. **RESOLUTION** - Amending Community Diversity Engagement Committee; Amending Resolution R2021-3225
- h. Community Diversity Engagement Committee Appointments and Councilor Liaison Appointment (CDEC)
- i. Consider Proclamation Request for Vietnamese-American Remembrance Day (April 30th)
- j. **RESOLUTION** - Recognizing National Observances and Commemorative/Heritage Months; Repeal of Resolutions R2021-3215, R2022-3324, and R2022-3343
- k. Discussion Item - Council Rules and Procedure
- l. **RESOLUTION** - Adoption of 2025-2026 City Council Goals

9. **CONSENT CALENDAR**

- a. Approval of February 10, 2025, Work Session Minutes
- b. Approval of February 18, 2025, Regular Session Minutes
- c. Approval of February 24, 2025, Work Session Minutes
- d. Approval of the March 3, 2025, Regular Session Minutes
- e. Authorizing the City Manager to Sign a Letter of Consent Regarding Ziply Fiber Transfer of Franchise Agreement

10. **OTHER BUSINESS**

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

11. **STAFF UPDATES**

12. **COUNCIL MEMBER REPORTS**

13. **AGENDA INPUT**

Monday, March 24, 2025 - 6:00 p.m. - City Council Work Session - Keizer Community Fields

Monday, April 7, 2025 - 6:00 p.m. - City Council Regular Session

Monday, April 14, 2025 - 6:00 p.m. - City Council Joint Work Session with Neighborhood Associations

14. **ADJOURNMENT**

City of Keizer Mission Statement

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

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



WHEREAS, in the human experience of civilization, exploration, invention, and governance, men and women have worked together; yet, as noted by President Jimmy Carter, “too often, the women were unsung and sometimes their contributions went unnoticed. But the achievements, leadership, courage, strength and love of the women who built America was as vital as that of the men whose names we know so well;” and,

WHEREAS, The United Nations has sponsored International Women’s Day since 1975. When adopting its resolution on the observance of International Women’s Day, the United Nations General Assembly cited the following reasons: “To recognize the fact that securing peace and social progress and the full enjoyment of human rights and fundamental freedoms require the active participation, equality and development of women; and to acknowledge the contribution of women to the strengthening of international peace and security;” and,

WHEREAS, the 2025 theme is "Moving Forward Together! Women Educating and Inspiring Generations; and,

WHEREAS, women from every background have long realized that an uneven playing field will never bring equality or justice and that many feel the critical need to speak up and work harder for fairness in our institutions and social interactions; and,

WHEREAS, recognition, celebration and inspiration of women’s achievements promote the health, well-being, and success of women and girls worldwide; and,

WHEREAS, the City of Keizer recognizes that celebration of Women’s History Month is part of our values of treating all people with dignity and respect.

NOW, therefore, I, Cathy Clark, Mayor of the City of Keizer, here with the Keizer City Council assembled in Regular Session, do hereby proclaim March 2025 as

Women’s History Month

And encourage all the people of Keizer to celebrate, honor and promote the achievements of girls and women in our community, state, and nation and world.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer to be herein affixed this 17th day of March 2025.

*MAYOR CATHY CLARK
City of Keizer, Oregon*



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Joseph Lindsay, City Attorney
Subject: Ordinance--Northwest Natural Gas Company Franchise Agreement

Proposed Motion

I move to adopt Ordinance 2025-___ Establishing a Franchise Agreement with Northwest Natural Gas Company for Placement of Gas Utilities in the Public Rights-of-Way; Repeal of Ordinance No. 2012-669.

I. Summary

Northwest Natural Gas Company is a longstanding franchisee providing gas utilities within the City of Keizer. The current version of the franchise agreement was entered into in 2012.

Through recent negotiations, there have been suggested changes to some terms from the current franchise. Before the City Council is the recommended and agreeable changes for a new franchise agreement with Northwest Natural Gas Company.

II. Background

- A. Northwest Natural Gas Company is a longstanding franchisee providing gas utilities within the City of Keizer. Historically and legally, the City of Keizer treats its utility franchisees operating in the City very similarly for a "level playing field"--the other franchisees being PGE and Salem Electric. These pay the same overall rates (a combined five percent (5%)) and have extremely similar terms in their agreements.

III. Current Situation

- A. This franchise agreement comes on the heels of the two prior, electric franchise agreements (PGE and Salem Electric). The City and Northwest Natural Gas Company took the opportunity of the franchise negotiations to look at the terms and the relationship of the parties. The front-line folks of both organizations reported that the City and Northwest Natural Gas Company work together well and haven't run into problems that would result in needed changes to the underlying franchise agreement. The changes to the agreement were to refine a few definitions and better addressing emergency repairs.
- B. The structure of the payments for the franchise remain the same, with the franchise fee being 3% and the privilege tax also applying (established in 2012 and set at 2%) for a total of 5%. This structure results in the privilege tax amount being the only

amount showing up under its individual line item on customer bills, resulting in no change to what customers are used to. There is no rate increase for customers from the City of Keizer as a result.

IV. Analysis

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

V. Alternatives

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

VI. Recommendation

Staff recommends adopting the ordinance and agreement as presented.

Attachments

- 1. ORD_CC_Franchise Agreement with Northwest Natural Gas_3 17 2025
- 2. EXH_CC_Northwest Natural Franchise_3 17 2025

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

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A BILL
FOR
ORDINANCE NO.
2025-_____

AN ORDINANCE
ESTABLISHING A FRANCHISE AGREEMENT WITH
NORTHWEST NATURAL GAS COMPANY FOR
PLACEMENT OF UTILITIES IN THE PUBLIC RIGHTS-OF-
WAY; **REPEAL OF ORDINANCE NO. 2012-669**

WHEREAS, Northwest Natural Gas Company has been providing gas utility
service within the City;

WHEREAS, Northwest Natural Gas Company is duly authorized by the Oregon
Public Utility Commission to operate a gas utility system within the City;

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

WHEREAS, Northwest Natural Gas Company and the City entered into a
franchise agreement in 2012;

WHEREAS, the franchise agreement with Northwest Natural Gas Company is set
to terminate on March 18, 2025;

WHEREAS, the City and Northwest Natural Gas Company both desire
Northwest Natural Gas Company to continue to be able to provide a gas utility system
within the City and to establish the terms by which Northwest Natural Gas Company
shall use and occupy the public right-of-way;

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

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

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

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

13 Section 4. Ordinance No. 2012-669 is hereby repealed in its entirety upon the
14 effective date of this Ordinance, except for the responsibilities due under the franchise
15 agreement prior to the effective date of this new Ordinance.

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

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

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Mayor

City Recorder

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) grants Northwest Natural Gas Company (“Grantee”) a non-exclusive Franchise for ten (10) years to erect, construct, maintain, repair, update, and operate a gas utility system within the City of Keizer (“City”), and sets forth the terms and conditions of the Franchise, and provides an effective date.

WHEREAS, Grantee has been providing gas utility service within the City; and

WHEREAS, Grantee is duly authorized by the Oregon Public Utility Commission (“OPUC”) to operate a gas utility system within the City; and

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

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. NATURE OF FRANCHISE.

(A) The City hereby grants to Grantee and its successors and assigns, subject to the terms and conditions in this Franchise, a nonexclusive franchise to install, repair, maintain, upgrade, and operate Grantee Facilities (as defined below) upon, over, along, and across the surface of and the space above and below the Public ROW (as defined below), as necessary for the provision of natural gas services within the City. Nothing in this Franchise limits the City from granting others the right to carry on activities similar to, or different from the ones described in this Franchise.

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

SECTION 2. TERM AND EFFECTIVE DATE.

(A) **Effective Date.** The effective date of this Franchise shall be thirty (30) days after the City Council passes an Ordinance adopting this Franchise and Grantee accepts this Franchise in writing in accordance with Section 24 herein; and if

such written acceptance is not so filed within said period, this Franchise shall be null and void.

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

(C) Charter and General Ordinances to Apply. This Franchise is subject to the Charter of the City of Keizer, the Keizer Code, and general ordinance provisions passed pursuant thereto, including as may be applicable provisions of the Public Works Design Standards, and the Public Works Standard Construction Specifications, and state statutes and regulations existing during the Term. Nothing in this Franchise shall be deemed to waive the requirements of the various codes and ordinances of the City regarding permits and fees to be paid that are generally applicable to other similar businesses operating within the City, including but not limited to fees for permits and inspections, and for administrative time spent in review of construction plans or the manner of construction. Such fees shall be reasonably related to the city's costs for inspection, supervision, and regulation in exercising its police powers.

SECTION 3. DEFINITIONS.

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

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

- (1) “City” means the City of Keizer, an Oregon municipal corporation, and all of the territory within its corporate boundaries, as such may change from time to time.
- (2) “City Council” means the City Council of the City.
- (3) “City Public Works Director” means the City Public Works Director of the City.
- (4) “City Recorder” means the City Recorder of the City.
- (5) “Director of Finance” means the Director of Finance of the City.
- (6) “Franchise” means this Franchise Agreement as fully executed by the City and Grantee and adopted by the City Council Ordinance.
- (7) “Grantee” means Northwest Natural Gas Company, an Oregon corporation.
- (8) “Gas Facilities,” “Grantee Facilities” or “Facilities” means Grantee’s gas transmission, storage, and distribution facilities, including pipes, pipelines, mains, laterals, conduits, feeders, regulators, reducing and regulating stations, meters, fixtures, connections, and all attachments, appurtenances, and all accessories necessary and incidental thereto within the City limits, whether the Facilities are located above or below ground.
- (9) “Gross Revenues” means revenues received from the use of the Gas Facilities within the City limits, less related net uncollectibles. Gross Revenues shall include revenues from the use, rental, or lease of the Gas Facilities, except when those revenues have been paid to Grantee by another franchisee of the City and the paid revenues are used in the calculation of the franchise fee for the operation of the other franchises within the City limits. Gross revenues shall not include proceeds from the sale of bonds, mortgage, or other evidence of indebtedness, securities or stocks, or sales at wholesale by Grantee to any public utility or public agency when the public utility or public agency purchasing the gas is not the ultimate customer. Gross revenues shall not include public purpose charges, provided that such charges or surcharges are required or

authorized by federal or state statute or administrative rule or by tariff approved by the OPUC and raise revenue solely for a public purpose and not to compensate Grantee for sale or use of natural gas or for the use, rental, or lease of Grantee's Gas Facilities in the City.

(10) "Mayor" means the Mayor of the City.

(11) "OPUC" means the Oregon Public Utility Commission.

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

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

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

(15) "Qualified Contractor" means a person that is knowledgeable about the construction and operation of a natural gas transmission and distribution system, and must be subject to and comply with the qualifying standards relating to the work in question as set forth in 49

CFR Part192, Subpart N - Qualification of Pipeline Personnel.

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

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

SECTION 4. CONSTRUCTION.

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

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

(C) Emergency Repairs. In the event emergency repairs to Grantee Facilities are necessary, Grantee shall as soon as reasonably possible notify the City of the

need for such repairs. Grantee may immediately initiate such emergency repairs and apply for appropriate permits and pay any lawful required permit fees the next business day or as soon as reasonably possible following discovery of the emergency. For purposes of this subsection (C), “emergency” shall include a situation involving a danger to public safety.

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

SECTION 5. SUPPLYING MAPS.

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

Grantee and the City may determine that the location of certain Gas Facilities should be confidential as the public interest may require. In such a case, the Grantee shall notify the City of which records disclosing the location of Gas Facilities should be treated as confidential. The City shall treat any public record disclosing the location of these Gas Facilities as confidential, subject to the provisions of state law and the Oregon Public Records law. The City shall limit access to any such confidential record to trustworthy employees of the City with a need to know the information set out in the record. The City shall store any such confidential record in a secure and private place and avoid making and distributing copies of the record.

SECTION 6. EXCAVATION.

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

for any failure by such customer to comply with any applicable rules, regulations, or ordinances of the City and/or with City standards.

SECTION 7. RESTORATION AFTER EXCAVATION.

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

SECTION 8. RELOCATION.

(A) Permanent Relocation Required by City. Subject to ORS Chapter 758.025, the City shall have the right to require Grantee to change the location of Grantee's Gas Facilities when it is necessary or convenient in the interest of the public and, unless otherwise agreed, the expenses thereof shall be paid by Grantee. However, when the City requests a subsequent relocation of all or part of the same Grantee Facilities less than two (2) years after the initial relocation that is necessary or convenient in the interest of the public, and not at the request of or to accommodate a third party, the subsequent relocation shall be at the expense of the City, unless the relocation is necessitated by a natural disaster that is not precipitated by the actions of the City or City's agent. The City agrees to make a reasonable effort to provide a suitable location in the Public ROW for Grantee Facilities that meets Grantee's engineering standards, the federal pipeline safety regulations, and generally applicable standards published by the City in order for Grantee to maintain sufficient service. If sufficient space is not available in the Public ROW for Grantee Facilities, Grantee and the City shall cooperate to enable the City to obtain sufficient easements from private property owners to accommodate Grantee Facilities in order to maintain service and permit upgrades of Grantee Facilities. Should Grantee fail to remove or relocate any such Grantee Facilities within sixty (60) days after the date established by the City, or a mutually agreed upon time period that, except in the event of public emergency or absent mutual agreement, shall not occur sooner than sixty (60) days after the City provides written notice to Grantee to remove/relocate, the City may retain a Qualified Contractor to remove or relocate such Facilities in accordance with applicable state and federal safety laws and regulations and Grantee's standards, and the expense thereof shall be paid by Grantee.

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

(C) Permanent Relocation at Request of Third Party. In the event that any relocation is for the benefit of a third party, nothing in this Franchise prevents Grantee from seeking reimbursement from the third party for the reasonable costs thereof. In no event shall Grantee seek reimbursement from the City. Such relocation shall be consistent with any applicable long-term development plan or projection of the City or approved by the City; however, if relocation of Grantee Facilities is caused or required by the conditions placed by the City on approval for projects of third parties, such relocation shall in no event fall under the provisions of subsection (A) of this Section 8. The City and Grantee agree to cooperate to minimize the economic impact of such relocation on each Party.

SECTION 9. PUBLIC ROW VACATION.

If all or a portion of the Public ROW used by Grantee is vacated by the City during the Term, upon request and if reasonably possible, the City shall either condition the approval of the vacation on the reservation of an easement for Grantee Facilities in their then-current location that prohibits any use of the vacated property that interferes with Grantee's full enjoyment and use of its easement, or permit Grantee Facilities to remain in a PUE. Upon request, the City will cooperate with Grantee to identify alternative locations within the Public ROW for Grantee Facilities if they are not permitted to remain in the vacated area, provided that in no event shall the City be required to purchase or acquire additional Public ROW.

SECTION 10. CITY PUBLIC WORKS AND IMPROVEMENTS.

Nothing in this Franchise shall be construed in any way to prevent the City from excavating, grading, paving, planking, repairing, widening, altering, or completing any work that may be needed or convenient in the Public ROW that is consistent with federal pipeline safety regulations. The City shall make a reasonable effort to coordinate any such work with Grantee to avoid, to the extent reasonably foreseeable, any obstruction, injury, or restrictions on the use by Grantee of any Grantee Facilities and the City shall be responsible for the costs to repair any damage to Grantee Facilities arising out of such work to the extent such damage is caused by the City's or its contractor's, agent's or employee's

negligence or other tortious conduct. Nothing in this Section relieves Grantee from its obligations stated in Section 8.

Notwithstanding any other provision of this Franchise, the City retains the right and privilege to cut or move any of Grantee's Gas Facilities located within the Public ROW, without notice, as the City may determine in its sole discretion to be necessary, appropriate, or useful in response to a public safety emergency. The City shall use Qualified Contractors consistent with applicable state and federal safety laws and regulations to the extent reasonably practicable without impeding the City's response to the emergency.

SECTION 11. PAYMENT FOR USE OF PUBLIC ROW.

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

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

(C) Privilege Tax. The City shall retain the right, as permitted by Oregon law, to charge a privilege tax based on a percentage of the Gross Revenue earned from Grantee's customers within the City in addition to the payment amounts set forth in subsection (A). The City shall provide Grantee at least ninety (90) days' notice prior to such privilege tax becoming effective. Grantee shall follow applicable state law and regulations regarding the inclusion of such privilege tax

as an itemized charge on the gas bills of its customers within the City. Any privilege tax will be payable at the same time and in the same method as provided for the quarterly Franchise Fee payment in Subsections A and D of this Section.

(D) Remittance of Quarterly Payment. The Franchise Fee shall be due for each quarter ending March 31, June 30, September 30, and December 31, or fraction thereof, within forty-five (45) days after the close of such quarter, or fraction thereof. Grantee shall furnish a statement to the City with each payment of compensation, in a form acceptable to the City, showing the amount of Gross Revenues for the period covered by such payment.

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

(F) Late Payments. Interest on late payments shall accrue from the due date at the statutory rate designated in ORS 82.010 and shall be computed based on the actual number of days elapsed from the due date until payment. Interest shall accrue without regard to whether the City has provided notice of delinquency. If the late payment is discovered as a result of an audit, Section 12 shall apply.

(G) No Exemption From Other Fees or Taxes. Payment of the amounts described in this Section 11 shall not exempt Grantee from the payment of any other license fee, tax, or charge on the business, occupation, property, or income of Grantee that may be lawfully imposed by the City or any other taxing authority, including but not limited to charges for plan review and fees for inspection, except as may otherwise be provided in the ordinance or laws imposing such other license fee, tax, or charge.

(H) Payment Obligation Survives Franchise. If prior to the expiration of this Franchise the Parties do not finish negotiation of a new franchise agreement, the obligation to make the payments imposed by this Section 11 shall survive expiration of this Franchise until a new franchise agreement becomes effective

and supersedes this Franchise. In the event this Franchise is terminated before expiration, Grantee shall make the remaining payments owed, if any, within ninety (90) days of the termination date.

SECTION 12. AUDIT.

(A) Audit Notice and Record Access. The City may request an audit or financial review (“audit”) of Grantee’s calculation of Gross Revenues. Within forty-five (45) business days after receiving a written request from the City, or such other time frame as agreed by both Parties, Grantee shall furnish the City and any auditor retained by the City: (1) information sufficient to demonstrate that Grantee is in compliance with this Franchise and (2) access to all books, records, maps and other documents maintained by Grantee with respect to Gross Revenues and/or Grantee Facilities that are necessary for the City to perform such audit. Grantee shall provide access to or copies of such information to the City, and the parties shall work cooperatively to provide such information in an acceptable format. The City shall treat any record relating to Grantee’s operations or revenues provided to the City or the auditor as confidential trade secrets, subject to the provisions of state law and the Oregon Public Records Law.

(B) Audit Payment. All amounts of Franchise Fees paid by Grantee shall be subject to audit by the City, provided that only payments that occurred or should have occurred during a period of thirty-six (36) months prior to the date the City notifies the Grantee of its intent to perform an audit or financial review shall be subject to such audit. If the City’s audit shows that the amounts due to the City are higher than those based on the Grantee’s calculation of Gross Revenue, then Grantee shall make a payment for the difference within sixty (60) days after the delivery to Grantee of the audit results. In addition to paying any underpayment, Grantee shall pay interest at the statutory rate designated in ORS 82.010 as it may be amended from time to time, but not penalties, as specified in this Franchise, from the original due date. If the City's audit shows that the amounts due to the City are less than those based on Grantee's calculation of Gross Revenue, then the Grantee shall deduct its overpayment from the next Franchise Fee payment the Grantee makes to the City, including interest at the statutory rate designated in ORS 82.010, as it may be amended from time to time, from

the original due date. The cost of any such audit shall be borne by the City, unless the results of any such audit or financial review reveal an underpayment of more than five percent (5%) of the Franchise Fee for the period audited or reviewed. In the case of such underpayment, the full cost of such audit or financial review shall be paid by Grantee.

SECTION 13. TERMINATION AND REMEDIES.

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

(B) By City if City Will Provide Service. The City may terminate this Franchise upon one (1) year's written notice to Grantee in the event that the City decides to engage in public ownership of the Gas Facilities located in the Public ROW and the public distribution of gas utility services to customers throughout the City.

(C) City Reserves Right to Terminate. In addition to any other rights provided for in this Franchise, the City reserves the right, subject to subsections 13 (E) and (F), to terminate this Franchise in the event that:

- (1) The Grantee materially violates any material provision of this Franchise;
- (2) The Grantee is found by a court of competent jurisdiction to have practiced any material fraud or deceit upon the City;
- (3) There is a final determination that Grantee has failed, refused, neglected, or is otherwise unable to obtain or maintain Grantee's service territory designation required by any federal or state regulatory body regarding Grantee's operation of Grantee's Gas Facilities; or

- (4) Grantee becomes unable or unwilling to pay its debts, or is adjudged bankrupt.

(D) Material Provisions. For purposes of this Section 13, the following are material provisions of this Franchise allowing the City to exercise its rights under this Section 13 or as set forth elsewhere in this Franchise:

- (1) The invalidation, failure to pay, or any suspension of Grantee's payments of Franchise Fees or privilege taxes to the City for use of the Public ROW under this Franchise; Any failure by Grantee to submit timely reports as may be requested by the City, regarding the calculation of its Franchise Fees or privilege taxes paid or to be paid to the City;
- (2) Any failure by Grantee to maintain the liability insurance or self-insurance required under this Franchise;
- (3) Any failure by Grantee to provide copies of requested information as provided under Sections 4, 5, and 12 above; and
- (4) Any failure by Grantee to otherwise substantially comply with the requirements of Section 4 through Section 20 of this Franchise, unless otherwise agreed.

(E) Notice and Opportunity to Cure. The City shall provide Grantee thirty (30) days' prior written notice of its intent to exercise its rights under this Section 13, stating the reasons for such action. If Grantee cures the basis for termination or if the Grantee initiates efforts satisfactory to the City to remedy the basis for termination and the efforts continue in good faith within the thirty (30)-day notice period, the City shall not exercise its remedy rights. If Grantee fails to cure the basis for termination or if the Grantee does not undertake and/or maintain efforts satisfactory to the City to remedy the basis for termination within the thirty (30) day notice period, then the City Council may impose any or all of the remedies available under this Section 13.

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

such violations, and any other matters the City deems appropriate.

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

SECTION 14. ASSIGNMENT OF FRANCHISE.

Grantee shall not sell, assign, transfer, or convey this Franchise to a third party without the City Council giving its consent in a duly passed Ordinance, and such consent shall not be unreasonably withheld. However, if a sale, lease, mortgage, assignment, merger, transfer of change in control of Grantee's Gas Facilities located within the City is subject to review and approval by the Oregon Public Utility Commission ("OPUC"), the City shall accept final approval by the OPUC of such sale, lease, mortgage, assignment, merger, transfer or change of control. Nothing in this Franchise requires the City's consent for any sale, lease, mortgage, assignment, merger or other transfer to entities that control, are controlled by, or are under common control with Grantee, so long as the entity is subject to substantially the same regulations of the OPUC as Grantee in relation to the Gas Facilities within the City. If the City's consent to an assignment or transfer of the Franchise is required under this Section, the transfer or assignment shall not be effective until the assignee or transferee has filed a signed acceptance of the terms of this Franchise.

SECTION 15. REMOVAL OF FACILITIES.

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

SECTION 16. NONDISCRIMINATION.

Grantee shall provide service to gas utility service consumers in the City without undue discrimination or undue preference or disadvantage, in accordance with Oregon law.

SECTION 17. INDEMNIFICATION.

To the fullest extent permitted by law, Grantee shall indemnify and hold harmless the City and its officers, officials, boards, commissions, agents, volunteers and employees, from and against any and all claims, damages, injury, loss, costs, and expenses, including attorney's fees and costs, arising out of or relating to any wrongful or negligent act or omission, or willful misconduct of Grantee or its affiliates, officers, employees, agents, contractors, or subcontractors, arising out of or relating to the rights and privileges granted by this Franchise and/or the installation, repair, maintenance, upgrade, and operation of, and provision of service over, Grantee Facilities. Grantee's indemnification of the City and its officers, officials, boards, commissions, agents, volunteers and employees shall not extend to any claims, damages, injury, loss, costs or expenses, including attorneys' fees and costs, arising out of or relating to any wrongful, negligent or willful act, omission or misconduct on the part of the City, its officers, officials, boards, commissions, agents, volunteers and employees. The obligations imposed by this Section are intended to survive termination of this Franchise.

SECTION 18. INSURANCE.

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

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

(B) Business Automobile Liability insurance to cover any vehicles used in connection with its activities under this Franchise, with a combined single limit

not less than One Million Dollars (\$1,000,000.00) per accident.

(C) Workers' Compensation coverage as required by law and Employer's Liability Insurance with limits of One Million Dollars (\$1,000,000).

With the exception of Workers' Compensation and Employers Liability coverage, Grantee shall name the City and its officers, officials, agents, and employees as an additional insured on all policies, and the limits shall be increased as needed during the term of the Franchise to ensure the limits are not less than the maximum limits of liability imposed on municipalities of the state of Oregon. All insurance policies shall provide that they shall not be canceled or modified unless thirty (30) days' prior written notice is provided to the City. Grantee shall provide the City with a certificate of insurance evidencing such coverage as a condition of this Franchise, and shall provide updated certificates upon request.

(D) In Lieu of Insurance. In lieu of the insurance policies required by this Section 18, Grantee shall have the right to self-insure any and all of the coverage outlined hereunder. If Grantee elects to self-insure, it shall do so in an amount at least equal to the coverage requirements of this Section 18 in a form acceptable to the City. Grantee shall provide proof of self-insurance to the City before this Franchise takes effect and thereafter upon request by the City.

SECTION 19. DAMAGE TO FACILITIES.

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

SECTION 20. LIMITATION ON PRIVILEGES.

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

SECTION 21. FRANCHISE NOT EXCLUSIVE.

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

SECTION 22. REMEDIES AND PENALTIES NOT EXCLUSIVE.

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

SECTION 23. SEVERABILITY CLAUSE.

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

found to be invalid or unconstitutional, either Party may terminate this Franchise by delivering one hundred and eighty (180) days' notice to the other Party.

SECTION 24. ACCEPTANCE.

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

SECTION 25. NOTICE.

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

If to the City: Mayor

City of Keizer

930 Chemawa Road NE,

PO Box 21000 Keizer, OR 97307

FAX# (503) 393-9437

With a copy to: City Attorney

City of Keizer

930 Chemawa Road NE, PO Box

21000 Keizer, OR 97307

FAX# (503) 856-3434

If to Grantee: NW Natural Gas Company

Attention: Claims Department

250 SW Taylor Street

Portland, Oregon 97204

With a copy to: NW Natural

Legal Department - Franchises

250 SW Taylor Street

Portland, Oregon 97204

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

SECTION 26. PUBLIC RECORDS.

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

SECTION 27. AMENDMENT.

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

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

NORTHWEST NATURAL GAS COMPANY CITY OF KEIZER

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Tim Wood, Assistant City Manager
Subject: Amphitheatre Fee Waiver - 2025 Keizer Rapids Summer Sounds Concert Series

Proposed Motion

I move that the City Council approve the waiver of fees in the amount of \$3,675 for Valor Mentoring's 2025 Keizer Rapids Summer Sounds Concert Series.

I. Summary

Valor Mentoring is putting on a summer concert series at Keizer Rapids Park Amphitheatre. The seven concerts are free to the public however food, beverages and alcohol will be available for purchase.

II. Background

- A. Valor Mentoring co-sponsored the summer concert series in 2024.
- B. Fees for the summer concert series have been waived in the past.

III. Current Situation

- A. A completed Keizer Rotary Amphitheatre Application/Permit was received on February 11, 2025, for concerts on:
 - 1. July 26, 2025,
 - 2. August 2, 2025,
 - 3. August 9, 2025,
 - 4. August 16, 2025,
 - 5. August 23, 2025,
 - 6. August 29, 2025, and
 - 7. September 6, 2025.

IV. Analysis

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

B. **Financial** - The waiver of fees associated with the 2025 Keizer Rapids Summer Sounds Concert Series is a reduction in Amphitheatre revenue of \$3,675.

C. **Timing** - The first concert is scheduled for July 26, 2025.

D. **Policy/Legal** - The Keizer City Council has approved past organizers of the summer concert series. Council approval is needed to waive fees.

V. Alternatives

A. Approve the waiver of fees associated with the 2025 Keizer Rapids Summer Sounds Concert Series.

B. Take no action.

VI. Recommendation

Staff recommends the City Council approve the waiver of \$3,675 in fees associated with the 2025 Keizer Rapids Summer Sounds Concert Series put on by Valor Mentoring.

Attachments

None

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



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Tim Wood, Assistant City Manager
Subject: Event Center Fee Waiver - Vetcare, Westcare Oregon - 2nd Annual Mental Health Summit

Proposed Motion

I move the City Council approve the requested waiver of the Event Center use fee of \$3,225 but charge the refundable security deposit of \$1,500 for the Vetcare, Westcare Oregon - 2nd Annual Mental Health Summit on May 20, 2025.

I. Summary

Vetcare, Westcare Oregon has requested a waiver of the use fees for the 2nd Annual Mental Health Summit on May 20, 2025. The letter requesting the use fee waiver is attached.

The use rate for the Event Center Ballroom is \$243.75 per hour (non-profit rate for a Keizer-based 501(c) organization). Vetcare, Westcare Oregon has requested access to the room from 7:00 am to 5:00 pm on the day of the event and on May 19th from 4:00 pm to 6:00 pm for setup. Total fees, including the use fee, AV and stage total \$3,225.

II. Background

- A. On February 12, 2025, Vetcare, Westcare Oregon submitted a letter requesting a use fee waiver for the 2nd Annual Mental Health Summit.
- B. This is the first fee waiver request received from Vetcare, Westcare Oregon.

III. Current Situation

- A. The City has received and approved the Event Center Use Agreement dated February 12, 2025, for the May 20, 2025, event.
- B. The event is more than several months away as such insurance information is not yet available.

IV. Analysis

- A. **Strategic Impact** - Not applicable.
- B. **Financial** - The financial impact of this request is a reduction in use fee income for

the Event Center of \$3,225.

C. **Timing** - The event is scheduled for May 20, 2025.

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

V. Alternatives

A. Approve the waiver of the Event Center use fees of \$3,225

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

VI. Recommendation

Staff recommends City Council approve the requested waiver of the Event Center use fee of \$3,225 but charge the refundable security deposit of \$1,500 for the Vetcare, Westcare Oregon - 2nd Annual Mental Health Summit on May 20, 2025.

Attachments

1. LTR_CC_Vetcare, Westcare Oregon Fee Waiver Request_03 17 2025
2. RES_CC_R2024-3435_2023-01-02 - Adopting Use Policies and Rates for the Keizer Event Center_03 17 2025

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



February 12, 2025

Dear City of Keizer,

My name is Roy McClain. I am coming before you today to request a waiver of fees for the usage of the Keizer Event Center on May 20, 2025. Before I go into why we would like to utilize your center, I would like to go over who we are and what we do for our Veterans.

I am the Director of VETcare, WestCare Oregon, 501c3 Non-Profit. We offer four programs in Marion and Polk counties. All four of the programs are Veteran focused.

1. **VETcare**. VetCare is a Grant Per Diem Veteran (male only) Veterans' shelter in Salem. It houses up to thirty homeless Veterans at any given time. We bring in Veterans that are seeking shelter who have at least 1 day of active duty and have a good discharge from service. We are also a "high barrier" facility, in that, our Veterans are prohibited from using drugs or alcohol while housed here and must work the program to achieve their individual goals. We also require our Veterans who have an income, to pay 30% towards a monthly program fee to stay here. This program is a VA grant established to help homeless Veterans have shelter while working towards their individual goals of Self-Sufficiency and accountability. While sheltered here, we offer Case Management, Peer Support, Mental Health services, employment assistance, housing assistance and aftercare for when they move into permanent housing.
2. **Homeless Veterans Reintegration Program** - HVRP. This program is a grant provided by the Department of Labor to help Veterans seek and find employment once again. We offer Case Management and Employment Specialists to help Veterans write resumes, apply for employment opportunities, mock interviews, buy clothes, work equipment and many other things associated with the type of work they will be working in.
3. **Staff Sgt. Suicide Prevents Program**. This program is also a Veterans Administration grant. Its purpose is to find Veterans who are suffering from depression and who have had Suicidal Ideations over their life. We offer Case Management and Peer Support to help alleviate the stresses the Veteran is having that exacerbate the Veterans Mental Health and reduce the thoughts of suicide. This may come in the form of getting them involved in social activities with a Peer Support Specialist, group Veteran focused therapy or referring them to resources or clinicians that can help them achieve some balance to their lives. We offer some limited monies to help with issues that may alleviate their stress as well.
4. **Grant Per Diem / Case Management**. This program is also funded by the Veterans Administration. Its purpose is to offer Case Management to Veterans that have transitioned from homelessness to Permanent housing for up to 6 months, so that they may not return to homelessness.



Last year we had our 1st Annual Mental Health Summit. This summit brought community partners, organizations, and private companies to come and understand Mental Health with our Veterans and the supportive services that not only we as WestCare provide but all the community partners that attend can provide and learn more about our Veteran community.

The 1st summit brought heightened awareness to our community and a greater understanding of what are Veterans face after discharging from military service. The turn out from the organizations was great and the summit a success and the community partners that attended asked that this please be a recurring annual event to continue the awareness, understanding, resources and commitment to honor and serve those Veterans who selfishly put themselves in harm's way to protect our way of life and future as Americans of the United States.

Our wish to have the event at your event center this year as we would like to educate our community partners, Veterans and residents of Keizer community. Keizer has a Veteran population of over 2,500 making up approximately 6.4% of your residents. Many of these Veterans have served in combat and have returned with mental health challenges. Our wish is to educate the Keizer community on the challenges these heroes have faced, and how we, as a community, can help them through their difficult times. VETcare currently works with a number of community partners in Keizer. These community partners include The Keizer Elks, Valor Mentors and Keizerfest, to name a few. Developing these partnerships has made us aware that we need to establish a stronger partnership with the Keizer community so we may better serve our Veterans.

As a Non-Profit, 501c3, I am asking the fees for our event be waived.

Your consideration is Greatly Appreciated!!



Roy McClain

Director
VETcare/Westcare Oregon

Phone 503-364-1728

Mobile 503-871-7704

Web westcare.com

Email roy.mcclain@westcare.com

Office 2933 Center Street, Unit 2,
Salem, OR 97301

<https://vetcareoregon.org/>



Uplifting the Human Spirit

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2024-3435

4
5 ADOPTING USE POLICIES AND RATES FOR THE
6 KEIZER EVENT CENTER; **REPEALING**
7 **RESOLUTION R2023-3423**
8

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

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

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

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

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

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

20 NOW, THEREFORE,

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

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

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

- a. Only individuals twenty-one (21) years of age or older may consume alcohol in accordance with this policy.
- b. No person shall sell, give or otherwise make available any alcoholic beverage to a person under the age of 21 years.
- c. No person shall sell, give or otherwise make available any alcoholic beverage to any person who is visibly intoxicated.
- d. Alcoholic beverages are permitted only in the Keizer Event Center and the adjoining lobby areas. Alcoholic beverages are prohibited outdoors and in other areas of the building.
- e. Alcoholic beverages are allowed only in conjunction with a reserved event and only after written approval has been given by the City.
- f. Alcoholic beverages will be served only by a licensed and bonded server pursuant to all Oregon Liquor Control Commission laws and regulations.
- g. Alcoholic beverages will be served only when acceptable Oregon Liquor Control Commission documentation has been provided to the City.
- h. Alcohol Caterer/server shall secure at its own expense General Liability Insurance with minimum limits of \$2,000,000.00 per occurrence and Liquor Liability Insurance with minimum limits of \$2,000,000.00 per occurrence unless specified by a specific contract approved by the City Attorney. The insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon. The City of Keizer, its officers, agents, contractors, and employees shall be included as additional insured in said insurance policy. Evidence of the insurance and additional insured endorsement must be provided to City at least fourteen (14) days prior to the date of the event. As part of the event reservation process, the applicant and caterer/server shall agree to defend and indemnify the City, its employees, agents and contractors from any and all claims in connection with alcohol use on the premises.
- i. The City Manager may place reasonable conditions on the event to protect persons and property.

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

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

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

13 b. No insurance is required for non-alcoholic events when client is
14 using one or two small rooms.
15

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

18 1. Base Use Rates. The following base use rates shall be charged for the
19 Keizer Event Center:
20

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

- 1 f. Government and quasi-government entities, e.g., City of Salem,
2 Marion County, State of Oregon, Salem-Keizer School District,
3 Keizer Fire District, Salem-Keizer Transit District, Keizer Chamber
4 of Commerce, League of Oregon Cities, Mid-Willamette Valley
5 Council of Governments, are entitled to a twenty percent (20%)
6 discount on the base use rates outlined in 1(b) and 1(c) herein.
7 (Small rooms are not discounted.)
8 g. City-hosted activities directly benefiting City operations are entitled
9 to a fifty percent (50%) discount on the base use rates outlined in
10 1(b) subject to the following:
11 i. Registration fees charged to participants shall total no more
12 than the actual out-of-pocket costs of the event.
13 ii. This discount is only available for one or two medium rooms.
14 The large ballroom and small room rates are not discounted.
15 iii. For Friday, Saturday or Sunday dates, the event may not be
16 reserved more than six (6) months prior to the event.
17 iv. No alcohol is allowed for City hosted events. Insurance is not
18 required.
19 h. The above discounts are not transferrable.
20

21 2. Exempt Uses. The following uses are exempt from payment of use rates
22 and insurance requirements, except caterer insurance if applicable. No
23 alcohol is allowed for these events:
24

- 25 a. City Meetings. City Council/Urban Renewal Agency meetings,
26 City/Urban Renewal Agency committee, task force, or staff
27 meetings, trainings, recruitments or exercises.
28 b. Neighborhood Associations. Recognized neighborhood
29 associations may hold their regular meetings, up to twelve (12)
30 meetings per year in one or two small rooms.
31 c. Keizer-based Youth Sports. Keizer-based youth sports
32 organizations may hold up to three (3) events per year using one
33 medium room or one or two small rooms.
34 d. Town Hall/Community Forums. City, Urban Renewal Agency,
35 Salem Area Mass Transit District, Marion County, and other
36 governmental agencies may hold town hall/community forums for
37 the purpose of gathering public input.
38 e. Keizer Library. The Keizer library may hold up to two (2) book sale
39 events per year using up to one medium room for up to three days.
40 f. City Employee/City Volunteer Training. Training and meetings for
41 City employees or City volunteers are exempt. Other governmental
42 employees or volunteers may also attend. No fee may be charged to

- 1 participants other than the actual meal cost, if a meal is served.
- 2 g. City-Hosted Educational Outreach Events. No registration fee may
- 3 be charged to the participants.
- 4 h. Outside Committees/Groups. With City Manager approval,
- 5 organizations connected with the City or benefitting City residents
- 6 such as Keizer United, Claggett Creek Watershed Council, and
- 7 Community Emergency Response Team may hold one meeting per
- 8 month in one or two small rooms. No registration fee may be
- 9 charged to the participants.

10

11 3. Other Agreements Exempt. Organizations with specific agreements for

12 Event Center Room use are not subject to the above rates. The City

13 Manager is authorized to negotiate and reduce the use rates for

14 organizations who request repeating scheduled use for a term not exceeding

15 two (2) years.

16

17 4. Council Approved Uses. The City Council may reduce or waive rates,

18 deposits or other costs for certain uses if, in the Council's sole discretion,

19 the use is a significant benefit to the Keizer community considering such

20 factors as the City's fixed and non-fixed costs, staff resources, wear and

21 tear on the facility, and other factors deemed appropriate by Council.

22

23 5 Additional Facility Charges. The City Manager is authorized to adopt and

24 impose surcharges for rental rates for additional facilities, including, but not

25 limited to stages, audio/visual equipment, computer equipment, kitchen

26 usage and additional labor expenses. The City Manager is authorized to

27 impose deposits, fees or additional charges as City Manager may deem

28 appropriate in their discretion.

29

30 6 Use Rates Subject to Facility Agreement. The use rates set forth herein are

31 subject to the provisions of the Facility Use Agreement as authorized by the

32 City Manager. The City Manager is authorized to amend the use rates if in

33 the City Manager's discretion such amended rates provide increased

34 transient occupancy taxes, other identifiable economic benefits to the

35 citizens of the City as a whole, or other identifiable fiscal benefits to the

36 City of Keizer administratively.

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

5 BE IT FURTHER RESOLVED that this Resolution shall take effect on January 1,
6 2024.

7 PASSED this 2nd day of January, 2024.

8
9 SIGNED this 2nd day of January, 2024.

10
11
12
13
14
15

Anthony Clark
Mayor

Dawn Wilson
Deputy City Recorder



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Adam Brown, City Manager
Subject: City of Keizer and Chamber Agreement

Proposed Motion

I move that the Keizer City Council adopt Resolution R2025-___ Authorizing City Manager to Sign Agreement With Keizer Chamber of Commerce for Visitors Center and Tourism Promotion Services; Waiving of City-Related Fees as Sponsorship of Events.

I. Summary

At the Chamber of Commerce's request, the City Council directed City representatives to work with the Chamber of Commerce in June 2024 to come up with an agreement for services. Through an iterative process, the Chamber and city team are prepared to present an agreement for consideration. Funding for the Chamber is split into two parts. Part 1 is to fund a portion of the overhead cost of maintaining the office for visitors. The second part is to assist in funding a marketing plan targeting to bring in out-of-town visitors, which is defined as more than 50 miles.

II. Background

- A. The City budget committee identified the need to have an agreement with the Keizer Chamber of Commerce in 2024 for services. The City had not previously had any formalized agreement. It is common practice to have an agreement between Cities and Chambers of Commerces for specific services that can be expected with funding.
- B. In June of 2024 during the Council's public hearing and review of the budget, the Chamber of Commerce asked the Keizer City Council and staff to participate jointly in working on an agreement for services.
- C. Keizer staff collected examples of chamber contracts and reviewed it with the City team. The City presented a first draft of an agreement for services to the Chamber in August. Between August 2024 and February 2025, the Chamber and City had meetings and back and forth sharing of revisions to the plan.

III. Current Situation

- A. The city representatives agreed to recommend to the council that they pay \$25,000,

which is approximately 10% of the Chamber's overhead, and an additional \$15,000 toward last year's marketing efforts. This would mean a total of \$40,000 out of the city's current fiscal year budget.

- B. The marketing plan was developed in response to the talks about the agreement and is considered a work in progress. It attempts to clearly show how the Chamber is marketing the Keizer Community to bring visitors to the city. Two versions are attached; one is retrospective for 2024 and the other is a draft for the coming year. The committee recommends the Council base their funding on the two buckets of overhead and marketing to tourists. The current year's marketing funding would be based on the 2024 marketing efforts.
- C. The agreement outlines all the in-kind services the City provides to support chamber activities such as parades, event center fee waivers, and Keizerfest. The value of those services is \$30,268 and an itemization is attached.
- D. This agreement will provide additional efficiency for both the Chamber and the City with built-in waivers for the annual Percy auction, annual First Citizen Banquet, and KeizerFEST parades.

IV. **Analysis**

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - The Chamber of Commerce originally requested \$50,235 for the city's current fiscal year. They have revised their request to \$48,182.50 in the attached memo.

The councilors who were asked to participate with the Chamber representatives have agreed to recommend to the City Council funding the chamber amount for overhead of \$25,000, and for the additional \$15,000 for the draft marketing plan.

Authorization to enter into the agreement with the Keizer Chamber of Commerce will require a subsequent supplemental budget adjustment to move the contractually agreed-upon amount from contingency to materials and services in the General Fund - Transient Occupancy Tax section of the 2024-25 City of Keizer Adopted Budget.

- C. **Timing** - The Chamber has not received any appropriation from the City for this fiscal year. Approval of this resolution would allow the Keizer Chamber of Commerce to receive \$40,000 before the City's fiscal year-end.
- D. **Policy/Legal** - The City Attorney has participated in the review of several iterations of the agreement and his edits are reflected in the approved version attached to this report. Only the City Council can approve this agreement by resolution.

V. **Alternatives**

- A. Adopt the resolution authorizing the City Manager to enter into an agreement with the Keizer Chamber of Commerce for Visitors Center and Tourism Promotion Serves; Waiving of City -Related Fees as Sponsorship of Event.
- B. Adopt the resolution authorizing funding for the agreement of \$25,000 and

reconsider the amount of funding toward the marketing plan up to \$25,000.

- C. Take no action and no funds will be distributed to the Keizer Chamber of Commerce unless requested through the budgetary process and fee waivers will not be automatic.

VI. Recommendation

The city team of councilors and staff recommends adoption of the attached resolution and funding the Chamber of Commerce for the current fiscal year at \$40,000.

Attachments

1. ATT_CC_KCC Budget Request Outline - 2024-25
2. ATT_CC_In-Kind Services Provided to Chamber_3 10 2025
3. ATT_CC_Keizer Marketing Plan Outline - 3_25
4. ATT_CC_Marketing Efforts_2024
5. RES_CC_Authorizing City Manager to Enter Into Agreement with Chamberr_3 17 2025
6. EXH_CC_Chamber Contract_3 17 2025

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



DATE: March 6, 2025

TO: Mayor and City Council

CC: Adam Brown, City Manager

FROM: Jeremy Turner, Board President & Jonathan Thompson, Board Treasurer

RE: 2024-25 Funding Request Update

To make sure we are all starting in the same place. We want to review our 2023-24 allocation from the City of Keizer. The Keizer Chamber received \$40,000 in that budget from what at the time was the Community Center Fund.

Additionally, the City provided support in the form of police and public works overtime for the parades and donations of rooms at the community center for events. While some of these events are not directly related to the Chamber's mission, we are happy to continue to provide a home for things that are woven into the fabric of Keizer. It is important to note that both support from the City and dollars raised by the Chamber are needed to make these events work.

For the 2024-25 budget cycle the Chamber requested \$50,235 which was put on hold as we worked with the City to finalize a more formal contract between our two entities. While we complete work on the contract, we are requesting the city release the funds set aside in the 2024-25 budget.

We are reworking and updating our 2024-25 request to fit the framework of the contract under discussion:

Ten percent of overhead (Section 3(A) of the draft contract)	\$23,182.50
Contribution to Chamber Marketing Effort (Section 3(E) of the draft contract)	<u>\$25,000.00</u>
TOTAL 2024-25 UPDATED REQUEST	\$48,182.50

The updated request of \$48,182.50 represents 9.24 percent of the total 2024-25 Keizer Chamber Budget and is a reduction from our previous ask.



Value of In-Kind Services Provided to Chamber of Commerce by the City of Keizer

November 14, 2024

First Citizen Banquet	\$7,394
Percey Auction	\$5,075
State of the City	\$625
Keizer Holiday Lights Parade	
Permit Fees Waived	\$66
K23 Coverage	\$1,300
Public Works and Police Staff	\$7,500
Total	\$8,866
Bloomin Iris Parade	
Permit Fees Waived	\$628
K23 Coverage	\$180
Public Works and Police Staff	\$7,500
Total	\$8,308
Total	\$30,268

Keizer Marketing Plan Outline

Keizer Chamber of Commerce

Visitors' Center

We will maintain a consistent schedule for the Visitors' Center, striving to keep it open Monday through Friday from 8:00 AM to 5:00 PM. To enhance accessibility, we will ensure the website, including the business directory and event information, remains available 24/7. Future efforts will include expanding the range of resources available, such as additional information on local attractions, businesses, and City attractions and leisure, to better serve both residents and visitors.

Website - A strong Search Engine Optimized strategy like the one used on keizerchamber.com has provided a first page result when people search for Keizer, OR.

Social Media Posts - Link to places of interest and events in Keizer.

Radio Stations - Promote travel information and events.

Keizer Chamber Website

We will continue to increase website traffic and user engagement by focusing on search engine optimization (SEO) and promoting key events like KeizerFEST. We will enhance the Community Calendar to make it more user-friendly and inclusive of events from all community groups, improving its value as a resource for both residents and visitors. The KCC website has averaged over 50,000 visits per year.

KeizerFEST

We plan to expand KeizerFEST by introducing new activities, partnering with more community organizations such as the Keizer Community Fields, Keizer Art Association, and leveraging a robust marketing campaign across all platforms. Our focus will be on increasing resident and visitor participation while driving economic benefits for local businesses. By partnering with Travel Salem we are able to provide analytics (Placer.ai) that show out of town visitors and economic growth during the event.

Social Media - Specific Facebook pages for KeizerFEST with events created for each area of KeizerFEST. This includes but is not limited to the Parade, Golf Tournament, Entertainment in the tent, Carnival, Vendor Tents, Car Show, Kickoff Party, Sponsors Lunch and the Mid-Willamette Valley Greeters.

Social Media Ads - Ads are created to reach an audience outside of the local market that typically engages with the KeizerFEST or Keizer Chamber of Commerce posts.

Ad Inserts - Include KeizerFEST flyers in shopping bags for all customers.

Posters - Printed and hung at different businesses throughout Keizer.

Marketing Videos - highlighting specific events, KeizerFEST, Parade, Golf Tournament, Kickoff Party

Parades

KeizerFEST and Holiday Lights Parades draw thousands of people to River Road. Enhanced event marketing will emphasize the unique experiences these parades bring to Keizer, fostering greater community connection and economic impact.

Social Media - Multiple posts each week, Events, Paid ads, videos

Ad Inserts - Include KeizerFEST flyers in shopping bags for all customers.

Radio - Promote the parade and invite the audience to enjoy Keizer.

Newspaper articles and Advertisements

Attend Other Chamber Events

We will continue to attend events hosted by the Woodburn Area Chamber of Commerce and Salem Chambers of Commerce, ensuring Keizer's events and opportunities are highlighted. Our presence will foster stronger regional connections and promote Keizer as a destination.

Social Media Posts

Social Media posts will continue to be done 4-6 times per week across multiple platforms. Social Media posts include Events, Information that benefits small businesses in the community, Leisure attractions in Keizer, Actively solicit Member news to share.

Directory

We would like to transition the directory to an online format, ensuring it remains a vital resource for the community while reducing costs. This digital directory will feature enhanced search capabilities, up-to-date listings for local businesses, and a dedicated section for Community Events.

Online - Digital magazine with clickable links and interactive maps to include places of interest.

Physical copies are shared with businesses in the community as well as regional hotels.

Keizer Community Fields Tournament Guide

We will launch and help maintain an online guide tailored for visitors utilizing the Keizer Community Fields. The guide will include exclusive discounts from local businesses and recommendations for dining, lodging, and activities, making it a valuable tool for participants and organizers.

Website - Highlight the turf fields on the website with information about use and share contact information.

Social Media - Share events

Interactive Map

Marketing the Keizer Event Center

Collaborate with the Keizer Event Center to create a plan that shares the opportunities to utilize the space.

Website - Profile listing on the business directory

Social Media - Share events, highlight opportunities for use

Directory - Print and digital advertising, Interactive map.

Radio

We plan to expand our radio segment to include more diverse topics, such as interviews with local business owners, highlights of upcoming events, and updates on tourism initiatives. This will strengthen our outreach to a broader audience.

Regularly participate in shows and interviews across multiple stations. Including but not limited to KBZY, KYKN and KSLM.

Other Initiatives

We will explore additional tourism-related opportunities, such as developing themed event series, creating promotional videos, and partnering with regional tourism boards to further position Keizer as a vibrant, welcoming community.

DRAFT

Keizer Marketing Plan Outline
Keizer Chamber of Commerce

Visitors' Center – In addition to team members available to answer questions, the Visitors' Center has information on local businesses, attractions and government services such as transit.

While we make every effort to keep the Visitors' Center open Monday thru Friday from 8:00AM to 5:00PM, there are times, due to staffing we may need to close it. The website, including the business directory and event information, is open 24 hours a day, seven days a week.

Keizer Chamber Website – From January 1, 2024 to October 13, 2024 the Chamber saw over 41,000 web hits. 62 percent were from organic searches and 28.8 percent were people who typed in the web address directly. We saw noticeable spikes in May and August which correspond to major KeizerFEST events.

The website is a great resource for those looking for information on local businesses and events. We also host the Community Calendar which has information on events from both the chamber and other community groups.

KeizerFEST - As the largest community event in town, KeizerFEST continues to evolve with new events and locations. We use all of our platforms and community partners to spread the word about this important event.

According to data from Travel Salem¹, for KeizerFEST 2024 there was a 14.3 percent increase in total spending during the weekend of the event when compared to the average for the month. This was led by a 17.2 percent increase in spending by residents. Total spending in 2024 was up over 2023. For KeizerFEST 2023 we saw an increase in total spending of 6.1 percent. Resident spending was up 6.7 percent and visitor spending was up 3.2 percent. In 2022, KeizerFEST weekend saw an increase in total spending of 13.1 percent. Visitor spending was up 27.8 percent and spending by residents was up 11.2%.

Parades – The Holiday Lights and KeizerFEST parades continue to bring people out to River Road. For example, in 2023 the Holiday Lights Parade had 70 entries (36 were from Keizer, five from Brooks, three from Marion County and various cities including Vancouver, Portland, Salem and Turner). Held after Holiday Giving Baskets are delivered and the tree in Walery Plaza is lit, the event brings Keizer together during the Holiday Season. We market this event both inside and outside Keizer with all of our platforms.

¹ The Travel Salem data defines a "visitor" as someone who comes from 50+ miles away. The data should be treated as in an indicator only due to the smaller than ideal sample size.

During the 2023 Holiday Lights Parade there was a 9.5% increase in total spending in Keizer which is up from 6.8 percent in 2022.

Social Media Posts – We have a social media calendar and post updates from members and events in Keizer. Social media posts are made 4-6 times a week. The posts vary from event notifications, business promotion, sponsorship asks, etc. Engagement is high and used often by members and people in the community.

Directory – We have mailed hard copies of these guides to Keizer residents for many years. With the cost of printing and mailing increasing, plus more and more people using online guides, we are planning to move this directory online. In addition to listings for hundreds of local businesses, the directory includes information from local officials and upcoming events.

Soccer / Baseball Tournament Guide – We are currently working to create an online guide that can be used by those visiting for soccer and baseball tournaments. We hope to include businesses that may be willing to offer discounts to folks attending and participating in these events. By putting it online, tournament organizers can email a link to the guide to participants as part of the welcome packet.

Marketing the Civic Center – We look forward to working with city team members to market the civic center through avenues available to the Chamber such as our social media, website, directory and at local events.

KBZY Radio - Every week a representative from the Keizer Chamber of Commerce is on the air sharing what is happening in Keizer. Many times, it is Keizer related activities, but we also share events that are hosted by members, including the City of Keizer.

Attend other Chamber Events - Many of the Board Members and Ambassadors attend the Woodburn Area Chamber of Commerce events and the Salem Chamber of Commerce events. By attending these events we are able to highlight our events in Keizer.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2025-_____
4

5 AUTHORIZING CITY MANAGER TO SIGN AGREEMENT
6 WITH KEIZER CHAMBER OF COMMERCE FOR VISITORS
7 CENTER AND TOURISM PROMOTION SERVICES;
8 WAIVING OF CITY-RELATED FEES AS SPONSORSHIP OF
9 EVENTS

10
11 WHEREAS, the City Council has deemed it to be in the best interests of the City
12 to contract with the Keizer Chamber of Commerce to provide the services of promoting
13 tourism;

14 WHEREAS, the Keizer Chamber of Commerce is willing to provide tourism
15 promotion services for the City, and the City is willing to compensate the Chamber for
16 tourism promotion services with tourism-related taxes levied throughout the City;

17 WHEREAS, the City recognizes that the Chamber adds value to the City by using
18 monies raised by the Chamber and its members, with money from the City, to put on
19 community-wide events such as the parades and KeizerFEST. These events would not
20 be possible with City funds and resources alone;

21 WHEREAS, the City Council has considered the matter and desires that the City
22 Manager enter into an agreement with the Keizer Chamber of Commerce outlining the
23 terms and conditions for the services;

24 NOW, THEREFORE,

25 BE IT RESOLVED by the City Council of the City of Keizer that the City
26 Manager is authorized to enter into the Agreement Between the City of Keizer and the

1 Keizer Chamber of Commerce for Visitors Center and Tourism Promotion Services, a
2 copy of which is attached hereto and by this reference incorporated herein.

3 BE IT FURTHER RESOLVED that City-related fees shall be waived for the
4 following events for the life of the attached Agreement:

- 5 1. First Citizen Banquet.
- 6 2. Percey Auction.
- 7 3. State of the City.
- 8 4. KeizerFEST (Parade and KeizerFEST).
- 9 5. Annual Tree Lighting.

10 BE IT FURTHER RESOLVED that the City will provide in-kind police and
11 public works support for the following events for the life of the attached Agreement:

- 12 1. Bloomin Iris Parade.
- 13 2. KeizerFEST.
- 14 3. Keizer Holiday Lights Parade.

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

17 PASSED this _____ day of _____, 2025.

18
19 SIGNED this _____ day of _____, 2025.

20

21

22

23

24

25

26

Mayor

City Recorder

AGREEMENT BETWEEN THE CITY OF KEIZER AND THE KEIZER CHAMBER OF COMMERCE FOR VISITORS CENTER AND TOURISM PROMOTION SERVICES

This agreement is made and entered into this ____ day of _____ 2025, between The City of Keizer, an Oregon municipal corporation (“City”), and the Keizer Chamber of Commerce (“Chamber”), an Oregon nonprofit corporation.

WHEREAS, the City desires to enter into this Agreement with Chamber for tourism promotion services for the City.

WHEREAS, the City Council has deemed it to be in the best interests of the City of Keizer to contract with the Chamber of Commerce to provide the services of promoting tourism to use in accordance with the terms and provisions hereinafter set forth.

WHEREAS, The Chamber is willing to provide tourism promotion services for the City, and the City is willing to compensate the Chamber for tourism promotion services with tourism-related taxes levied throughout the City.

WHEREAS, The City recognizes that the Chamber adds value to the City by using monies raised by the Chamber and its members, with money from the City, to put on community-wide events such as the parades and KeizerFEST. These events would not be possible with City funds and resources alone.

NOW, THEREFORE, for and in consideration of the sums to be paid by the City and the obligations to be performed by the Chamber as hereinafter set forth, the parties hereto mutually covenant, stipulate, and agree as follows:

TERMS OF AGREEMENT

Section 1. Definitions. The definitions of “Tourism”, “Tourism Promotion”, “Tourism Promotion Agency”, “Tourism-Related Facility”, “Tourist”, “Unit of Local Government”, and “Visitors Information Center” shall conform to ORS 320.300 or as amended by state law. Destination Management Organization means a group of travel industry stakeholders interested in optimizing tourism within a particular destination.

Section 2. Chamber’s Obligations. In exchange for the payment provided in Sections 3 and 6, Chamber shall provide the following tourism promotion services to the City:

- A. The Chamber shall, in consideration of the compensation provided herein, manage and operate a Visitors’ Information Center including providing tourism promotion services which will include:
 - 1. Staffing for Visitors’ Center for in-person and telephonic response/customer interaction. The chamber shall be allowed to charge against the account a reasonable share per year for the share of overhead (salaries, benefits, rent, utilities, supplies)

attributable to the services performed under the Agreement. The Chamber will be responsible for maintenance of the facilities to present a pleasing visual setting for visitors and the community. The Chamber will maintain the interior of the building in a clean and efficient manner.

2. Managing tourism-related programming through the development and marketing of community events such as KeizerFEST, the Bloomin Iris Parade, and the Keizer Holiday Lights Parade.
 3. Updating of Chamber newsletter, website, and social media platforms to maintain a persistent presence for tourism in line with the City's economic identity.
 4. Development, promotion, and inventory management for tourism-related materials.
- B. Administrative and Management Functions. The Chamber shall develop a marketing plan and annual board adopted budget designed to promote tourism related activities in Keizer with an emphasis on using revenue for strategic, targeted advertisement outside of the local area. Such programs should include advertising methods designed to both promote conventions, tourism, local and special events, and to inform visitors as to the scenic and historic attractions, entertainment, restaurants, accommodations, and other matters of special interest to visitors. The initial marketing plan and board adopted budget shall be submitted, in writing, to the City within 30 days of the execution of this agreement. Subsequent year's marketing plan and annual board adopted budget shall be submitted, in writing, to the City by March 15th of each year this Agreement is in effect.
- C. Financial Records. The Chamber shall maintain accurate and complete books of account, ledgers, receipts relating to monies received, and expenditures made in furtherance of this agreement. The City Manager, or any person authorized in writing by the City Manager, may examine during normal business hours, the books, papers and accounting records relevant to how the Chamber spends money received from the City after 30-day notification to the Chamber. Information regarding the contents of the books, papers and accounting records shall be considered confidential to the extent permitted by Oregon Public Records Law, provided that nothing shall prevent disclosure to others for the purpose of enforcing any provisions of this agreement. The financial records shall include, but not be limited to, relevant portions of a balance sheet(s) and income and expense reports. The Chamber shall maintain Financial Records for at least six years after the expiration of this Agreement and continue to make them available in the aforementioned manner for that same amount of time.
- D. Services performed by the Chamber and all tentative or final results thereof shall be subject to performance auditing by the City at any time, upon request and timely notice to the Chamber. The Chamber shall present, in writing, and in person to the Keizer City Council an accounting of the city's funds used towards the agreement on a bi-annual

basis. The presentation shall be made no more than 60 days after March 15th and September 15th. The presentation shall include:

1. An estimate of the number and types of visits differentiating between tourism and regular Chamber business;
2. An estimate of phone inquiries differentiating between tourism and regular Chamber business;
3. Web hits, including search engine optimization (SEO) results differentiating between tourism and regular Chamber business where possible;
4. Social media activity differentiating between tourism and regular Chamber business if possible;
5. Informational packets distributed between tourism and regular Chamber business;
6. Zip codes of where information packets are sent.
7. A brief recap of various achievements relative to the Chamber's business plan objectives;
8. Bi-annual income and expense reports, including budget to actual results, relevant to monies received by the City.

Section 3. City's Obligations. In exchange for the tourism promotion services provided by Chamber in accordance with Section 2, the City shall provide the following to the Chamber:

- A. Provide compensation for visitor's center in the amount of 10% of overhead costs up to \$25,000 with additional amounts available pending receipt of the annual marketing plan, as outlined in Section 2(B) and board adopted budget, subject to budget approval per Section 4 below. Overhead costs include:
 1. Accounting and banking
 2. Office expense and utilities
 3. Insurance
 4. Rent and repairs
 5. Personnel expenses
- B. Provide waiver, subject to the City fee waiver policy, of city-related fees as sponsorships for the following events such as:
 1. First Citizen Banquet
 2. Percy Auction
 3. State of the City
 4. KeizerFEST
 5. Annual Tree Lighting
- C. Provide in-kind police and public works support for the Bloomin Iris/KeizerFEST Parade and the Keizer Holiday Lights Parade.
- D. The City shall receive and be provided the opportunity to give feedback on the marketing plan discussed in Section 2(B).

- E. Based on the marketing plan discussed in Section 2(B) the city will contribute an additional annual \$15,000 toward marketing efforts, subject to city budget approval per Section 4 below.
- F. The City, in consultation with the Chamber, agrees to provide a member of the Keizer City Council to act as a liaison. The liaison's role is to serve as a way for the City and the Chamber to share information with each other.

Section 4. Budget Approval. City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this agreement through June 30, 2025. This agreement may be cancelled by City after that date if sufficient funds are not available or if the City does not obtain budget approval. Funds appropriated through the City's annual budget process will be for the following fiscal year.

Section 5. Term. This agreement is effective upon the signature of all parties and shall continue through June 30, 2025. This agreement may be extended in writing for two (2) one-year extensions pending review of agreement terms and approval of funding for the Chamber in the City of Keizer budget.

Section 6. Compensation. The City agrees to pay to the Chamber 10% of overhead costs up to \$25,000, with additional amounts available to support the annual marketing plan (Sections 2(B) and 3(E)) and board adopted budget, divided into equal bi-annual payments for fiscal year 2024-2025. Initial installment will be paid to the Chamber within 30 days upon receiving the appropriate report as described in Section 2(B) of this agreement. Thereafter, while this agreement is in effect, City agrees to pay to the Chamber an amount as described in Section 3(A) divided into equal bi-annual payments with each installment being paid within 30 days upon receiving the appropriate report from Chamber, as described in Section 2(B) and 2(D). Overhead costs include:

1. Accounting and banking
2. Office expense and utilities
3. Insurance
4. Rent and repairs
5. Personnel expenses

Section 7. General. The Chamber's duties will be performed with the understanding that the Chamber has special expertise as to the services the Chamber is to perform as a Destination Management Organization (DMO). The City reserves the right to evaluate the effectiveness of the services performed by the Chamber and may terminate this agreement pursuant to Section 8 if it determines that the services are not effective.

Section 8. Termination. Either party, upon ninety (90) days' written notice to the other, may terminate this Agreement for cause, without further obligation. Waiver by either party of any breach or violation of this Agreement shall not be construed or deemed as a continuing waiver and shall not prevent the party from terminating this Agreement for any subsequent breaches or

violations. This agreement is also subject to automatic termination on any June 30th if the annual Keizer City Budget for any given year does not approve of the funding for this agreement.

Section 9. Licensing and Taxes. Chamber shall be responsible for the acquisition and maintenance of all licenses and permits to carry Chamber's business. Chamber shall also be responsible for any taxes, whether real or personal, related to Chamber's business.

Section 10. Independent Contractor. Chamber is an independent contractor, holding itself out to the general public as an independent contractor. The parties intend that an independent contractor relationship will be created by this Agreement. The City is interested only on the results to be achieved; all conduct and control of the work will lie with the Chamber. Chamber is not to be considered an agent or employee of the City for any purpose, and the employees of Chamber are neither employees of the City nor entitled to any of the benefits that the City provides for its employees.

Chamber Board Members, Employees and Volunteers are not bound by employment rules for City employees while working on anything related to or outside of this contract.

Section 11. No Third-Party Beneficiaries. The City and Chamber are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

Section 12. Limitations. As provided in Section 10, Chamber is an independent contractor in the performance of this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and workers compensation. As such, Chamber shall have no authorization, express or implied, to bind the City to any agreement, settlement, liability, or understanding, whatsoever, and agrees not to perform any acts as agent for the City.

Section 13. Notice. Any notice or notices provided for this Agreement or by law to be given or served upon either party shall be given or served by (1) personal service, (2) certified mail, return receipt requested, postage prepaid or (3) by email or facsimile followed by certified mailing of the original and addressed to:

City of Keizer
City Manager
PO Box 21000
Keizer, OR 97303

Keizer Chamber of Commerce
Executive Director
4118 River Road N
Keizer, OR 97303

Section 14. Assignment. Neither party may assign, subcontract, or otherwise transfer any rights and responsibilities under this Agreement except upon the written consent of the other party. If any assignment is made both the assigning party and assignee shall be bound by the terms of this Agreement. The City may terminate the Agreement if transferred or assigned without the prior written consent of the City.

Section 15. Amendments. This Agreement may be amended by written agreement of both parties.

Section 16. Laws of Oregon. This Agreement shall be governed by the laws of the State of Oregon both as to the interpretation and performance, and the venue shall be in Marion County.

Section 17. Waiver. The Chamber or the City's failure to enforce a provision of this Agreement shall not constitute a continuing waiver, shall not constitute a relinquishment of the City's or Chamber's right to performance and/or payment in the future and shall not operate as a waiver of the City's or the Chamber's right to enforce any other provision of this Agreement.

The persons signing below represent and warrant that they have the authority to sign this Agreement on behalf of the entity they are signing for:

Dated: _____

THE CITY OF KEIZER

Dated: _____

KEIZER CHAMBER OF COMMERCE

By: _____

By: _____



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Adam Brown, City Manager
Subject: KeizerFEST - Bloomin' Iris Day Parade

Proposed Motion

I move the City Council adopt Resolution R2025-____ Authorizing a Temporary Suspension of the Ordinance Prohibiting Street Vendors.

AND

I move the City Council adopt Resolution R2025-____ Authorizing Temporary Use and Signs Subject to Conditions for KeizerFEST (2025).

I. Summary

The Keizer Chamber of Commerce is requesting the City Council authorize the annual Bloomin Iris Day Parade and KeizerFEST for 2025. The parade and KeizerFEST will be held together in May. Council approvals are required to approve both the KeizerFEST festival and parade.

II. Background

- A. The City Council adopted Keizer Code Section 36-1 that prohibits the selling of any commodity or service upon any street, sidewalk or public right-of-way. There is a provision that allows for suspension of such regulations during a festival. The suspension is done by City Council Resolution.
- B. The Keizer Code, Appendix A pursuant to Section 2.203.04(E), regulates "Permitted Temporary Uses". This amendment affords Council discretion in authorizing "additional temporary uses" during a specific event or festival and specifically allows for the Council to authorize temporary signage in conjunction with a temporary use. The Code reads as follows: Additional Permitted Temporary Uses. The City Council may, by resolution, authorize additional permitted temporary uses during a specific event or festival. This may include setting forth reasonable types of uses, appropriate zones for such uses, temporary signs and any time restrictions the Council finds necessary to protect the health, safety and welfare of the Public.
- C. The Bloomin Iris Day Parade and festival is a significant community event that is beneficial to the citizens of Keizer and the surrounding communities. This activity is

being organized under the leadership of the Chamber of Commerce.

- D. The parade will take place on May 17, 2025 and the festival will take place May 15 through May 18, this year. The Keizer Chamber of Commerce submitted a packet of materials relating to the event for approval, a copy of which is attached. .
- E. The application and temporary use permit fee for the parade is approximately \$50. The K23 coverage fee is approximately \$1,500. The application and temporary use permit fee for the festival is approximately \$5,100.
- F. The City, as part of its sponsorship, typically waives fees. The Keizer Chamber of Commerce has requested a waiver of the fees.

III. Current Situation

- A. Keizer Code Section 36-1 requires that the City Council, by Resolution, suspend the regulations regarding vendors. A Resolution is attached for your consideration. This Resolution prohibits any interference with pedestrian, vehicular, or parade traffic.
- B. The Keizer Code, Appendix A, Section 2.230.04(E) requires that the City Council, by Resolution, authorize permitted temporary uses during a specific event or festival.
- C. The Keizer Chamber of Commerce has requested temporary uses that are not allowed without permission.
- D. To allow the Bloomin' Iris Day Parade event to take place as requested, the City Council needs to adopt a Resolution outlining the specific uses allowed during the events. The attached Resolution approves the request with most of the conditions that were imposed last year. The use of the park conditions were removed. It also waives all fees for the event.
- E. All of the requested waivers can be granted.

IV. Analysis

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - If the Council chooses to waive fees, the direct financial impact of this request is approximately \$6,650.
- C. **Timing** - Adoption of the Resolutions will allow the Bloomin' Iris Day Parade to occur on May 17, 2025 and the festival to occur between May 15, 2025 to May 18, 2025.
- D. **Policy/Legal** - Allowing the event with or without a fee waiver is a Council policy decision.

V. Alternatives

- A. Adopt the attached Resolutions with conditions that allow the event as requested which includes the waiver of the fees.
- B. Adopt a Resolution with conditions to allow the event to occur and parade as requested charging the Chamber for costs, or some of the costs.
- C. Take no action and the event will not take place.

VI. Recommendation

Staff recommends adoption of the Resolution authorizing a temporary suspension of the Ordinance prohibiting street vendors. Council should then adopt the Resolution authorizing temporary uses subject to conditions for the Bloomin' Iris Day Parade

Attachments

1. ATT_CC_2025 KeizerFEST Park-Parade-Art Fair Permits_2 7 2025
2. ATT_CC_Ltr of Request KeizerFEST Permits_2 7 2025
3. 2025 KeizerFEST Layout
4. KRAParkingPlan KeizerFEST PARKING 2025
5. RES_CC_Authorizing Temporary Suspension of Street Vendors_3 17 2025
6. RES_CC_Authorizing Signage and Usage - KeizerFest 2025_3 17 2025
7. ATT_CC_KeizerFest 2025_3 17 2025

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



CITY OF KEIZER

PARADE, SPECIAL EVENT, OR BLOCK PARTY PERMIT

Applications for permits must be submitted 75 days prior to the date of the event. This permit is pursuant to City of Keizer Code, Chapter 36, Article IV, a copy of which is attached to this application for the information of the applicant. A fee of \$50.00 must accompany this application.

Corri L Falardeau

Name of Applicant/Person Responsible

Keizer Chamber of Commerce

Name of Organization/Group

4118 River Rd N

Applicant's Address

2/7/2025

Date Application Submitted

503-393-9111

Preferred Phone Number

corri@keizerchamber.com

Email Address

Type: Parade ☒ Walk ☐ Run ☐ Bike Race ☐ Block Party ☐ Special Event ☐

Name of Event: KeizerFEST Bloomin Iris Day Parade

Date of Event: 5/17/2025 Beginning and Ending Time of Event: 10:00am-12:00pm

Description / Purpose of Event/Name of Street to be Closed:

Free community parade for Keizer FEST McLure to Lockhaven to River Rd & River Rd to Glynbrook to Plymouth.

If applicable, describe in detail the portion of the street to be closed: McLure to River Rd on Lockhaven, LockHaven to Glynbrook down River Rd

Number of Persons expected to participate: 10,000 plus Number of Vehicles: 100

Number of Animals: 50 Will charity, gratuity, or offerings be solicited or accepted? None

Will sales of food, beverages, or other merchandise occur? None

Will event include mobile food trucks? Yes
No

Is parking requested to be restricted or prohibited during the event? None

Will sound amplification equipment be used? Yes If yes, describe the equipment:

Parade announcing at Willamette Valley Bank, Marching Bands, and Music playing from floats int he parade.

Clean-up Arrangements: McNary JROTC

Proposed Route: LockHaven to Glynnbrook for the parade.

Assembly Location: McNary High School and Lockhaven from McClure to River Rd

Disassembly Location: CASA for banner drop-off, Skyline Ford for marching Bands and to let people off floats, Appleblossom

***Attach Map/Drawings showing route/ location, including the assembly and disassembly points, location of activities, proposed signing/ traffic control plan and the specific location of streets to be closed (if applicable).**

Complete this section for Long Term Events

An event that may be disruptive to neighboring properties for more than 1 day

Have you had this event in the same location previously? yes If yes, has the Affected Area or the type/size of event changed from the last event? no

Date map was submitted to the City Manager for approval? _____ Please note this must be done prior to conducting public engagement per Keizer Code, Chapter 36, Article IV, Section 36-103.

If applicable, attach written approval from the homeowners' association board to this application.

Dates you conducted public engagement to garner responses from residents, businesses, and neighborhood associations in the Affected Area? _____

Date you placed signs at each location of entry to the Affected Area? 4/28/2025

Dates you actively solicited input from residents and businesses by means of social media or other methods? on going

Provide evidence that at least fifty (50%) of the responses received are in favor of the application.

This permit is subject to the following conditions:

1. No alcoholic beverages are permitted on City-owned streets unless an OLCC license has been issued for the event, liquor liability insurance has been issued acceptable to the City, and the event has been permitted by the City with alcoholic related conditions.
2. All residents living adjacent to the proposed closure or businesses located adjacent to the proposed closure have been notified of the event.
3. If determined by City Manager, barricades, cones or other devices may be required. Applicant must work with City staff to ensure placement, maintaining and removal of any devices.
4. Signage must comply with the current Keizer Sign Regulations. If signage does not comply with the Keizer Sign Regulations, Applicant must request staff to request Council to consider the signage requested.

5. Applicant is responsible for monitoring of sound during event. Applicant must comply with all applicable regulations and law, including, but not limited to the Keizer Noise Ordinance.
6. Participants shall yield right-of-way to vehicular traffic, unless directed otherwise by a police officer.
7. The event will be conducted in such a manner as outlined in the ordinance to ensure the safety of the participants and spectators.
8. Permittee shall be responsible for clean up of areas and removal of all paraphernalia and debris as a result of this event.

****NOTICE****

Permittee shall defend, indemnify and hold harmless the City of Keizer, its officers, agents and employees, against any claim, demand, suit or action for property damage, personal injury or death arising in connection with this event. The City of Keizer requires that the Permittee of such events carry commercial single limit liability insurance in the minimum amount of \$2,000,000 and name the City of Keizer, its officers, agents, and employees as an additional insured for this event. Claims made in excess of the policy will be the responsibility of the Permittee of the event. The certificate of insurance and additional insured endorsement shall be provided to City within five (5) days of Permit issuance. If acceptable certificate of insurance and additional insured endorsement is not received, the City reserves the right to revoke the Permit and cancel the event

INSURANCE CO. Summit Group of Oregon POLICY NO. 0H2H066657
COVERAGE LIMITS \$2,000,000 plus

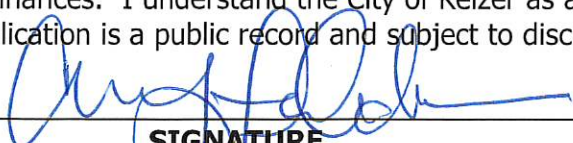
****PERMIT REVOCATION****

The City Manager or Chief of Police may revoke this permit at any time by reason of emergency, disaster, calamity, disorder, riot, extreme traffic conditions, violation of any permit conditions, undue burden on public service, or if circumstances reasonably show that special event, parade, or block party can no longer be conducted consistent with public safety.

****APPLICATION SIGNATURE****

Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or electronic transmitted signatures by signing an original document.

I hereby certify that I am the authorized representative of the above group, that the above statements are true to the best of my knowledge, and that I will abide by all restrictions, administrative rules and applicable City Ordinances. I understand the City of Keizer as a public entity is subject to Oregon Public Records Law and this Application is a public record and subject to disclosure upon request.


SIGNATURE
Name of Applicant: Corri L Falardeau

2/7/2025

DATE
Name of Event: KeizerFEST Bloomin Iris Parade

Bloomin' Iris Day Parade

PARADE ROUTE, STAGING, AND DISBANDMENT

Interstate 5
260B Exit-S
260 Exit -N

Lockhaven

START OF PARADE

Chemawa

Verda

River Road

Dearborn

**Saturday,
May 17th, 2025**

(Map is not to scale)

NORTH
Keizer, Oregon

Manbrin

Burger-king

END OF PARADE

Weeks

B Garland Way

CLOSED

C Appleblossom

Appleblossom NE

D

North/South

Detour

Plymouth Dr

Shangri-La

Cherr

Salem Parkway

↓ To Salem

South/North Detour

Horses

Keizer
Elem.
Sch.

McClure

Chase
Bank

Parade
Check-In

Staging Area

McNary
High School

Winsor Island Rd





City of Keizer Park Area Reservation Application

Keizer City Hall
930 Chemawa Road NE
Keizer, OR 97303
PO Box 21000, Keizer, OR 97307
Phone: (503) 390-3700
Fax: (503) 390-3787

Park Area Requested: (See map for further details)

Fee Schedule:

☐ Covered Area at Claggett Creek Park ~ 1400 block Dearborn Ave NE	\$42 for the first two hours and \$16 for each additional hour.
☐ Gazebo at Chalmers Jones Park ~ 930 Chemawa Road NE	
☐ Eastern Shelter at Keizer Rapids Park Big Toy ~ 1900 Chemawa Rd N	
☐ Sports Field at Claggett Creek Park ~ 1400 block Chemawa Road NE	\$84 for the first two hours and \$42 for each additional hour. (Maximum of \$420 per day)
☐ Claggett Creek Park Designated Grass Area ~ 1400 block Chemawa Rd NE	\$105 for the first two hours and \$53 for each additional hour.
☐ Chalmers Jones Park Designated Grass Area ~ 930 Chemawa Road NE	
☒ Other: Keizer Rapids Park- Grass field along the south walking trail.	
✓	

Event Information:

Title of Event: KeizerFEST- Keizer Art Fair

Date of Event: 5/16-5/18 Type of Event: Art Fair

Start Time: 9 ☒ AM ☐ PM Estimated Group Size: unknown

End Time: 6pm ☐ AM ☒ PM Estimated Number of Vehicles: Included in KeizerFEST

Event Contact Information: (Responsible person will receive Application correspondence)

Group or Organization (if applicable): KeizerFEST- Keizer Art Association

Responsible Person: Lore Christopher/Corri Falardeau Primary Phone: 503-393-9111

Mailing Address: 4118 River Rd N City/State/Zip: Keizer, OR 97303

Email Address (optional): corri@keizerchamber.com

FORM AND PAYMENT SUBMISSION:

Please return this **form and payment** to the City of Keizer by one of the following methods:

1) In person: 930 Chemawa Rd NE -or- 2) By Mail: City of Keizer, PO Box 21000, Keizer, OR 97307

QUESTIONS:

If you have any questions call 503-390-3700 or email PC@keizer.org

STRICTLY PROHIBITED UNLESS PERMITTED BY APPLICATION ADDENDUM:

Ordinance No. 2018-791 as amended establishes Keizer Parks Regulations. The following are specifically prohibited in all Park Areas unless expressly permitted in writing by the City:

Possession or consumption of alcoholic beverages	Cooking with anything other than a barbecue
Use of Generators	Amplified sound
Events with over 50 attendees	Public, Ticketed or Concert Events
Events causing traffic or parking issues	Using City provided electrical services
Projecting any still or moving pictures	

You may use the **"Park Area Reservation Application Addendum"** to apply for any of these accommodations. A Non-refundable Application Fee of \$63.00 will apply with submittal of the application addendum.

REVOCATION INFORMATION:

The City Manager or his designee may revoke the application if circumstances reasonably show that the event can no longer be conducted consistent with public safety or the Responsible Person does not meet the conditions set forth within the required time period. Any violations of the terms of this park reservation or park regulations, as determined by a police officer or a city parks official, immediately revokes this reservation.

THIS APPLICATION IS SUBJECT TO THE FOLLOWING CONDITIONS:

Application Submittal: This application by itself does not serve as an approved reservation. Reservations will be reviewed on a first-come, first-served basis provided that the proposed use is appropriate for the designated area and consistent with park policies and regulations. **The established park reservation fee must be submitted along with the reservation application.** Payment of the fee secures the date and time requested, upon approval. If the reservation is denied, the reservation fee will be refunded. An individual or group that has an approved reservation will have first priority to use the section or sections of the park for the date and time listed on the reservation application.

Please take a copy of your approved application with you on the day of your event.

Cancellations: Reservations must be cancelled in writing with City Hall Staff no less than thirty (30) days before the reservation date for full refund.

General Information: Responsible Person/Group must restore Park areas used to its original condition by the end of the event. General Park users will be allowed to use other park facilities during the event. The City reserves the right to review and approve or deny any other requests that may be potentially hazardous, unsafe or cause damage. In the case of a "Group" reservation, a designated person from the group must complete and sign the park reservation application. This person will be responsible for the actions of the group while using the park and for the condition of the park after the scheduled event.

RULES AND REGULATIONS:

- Parks open ½ hour prior to sunrise and close ½ hour after sunset. No one may enter or remain in the parks overnight unless camped in a specifically designated camping area or otherwise permitted.
- Smoking, vaping, tobacco products and any type of legal or illegal drugs are not permitted in any park or park facility.
- All garbage must be disposed of properly in receptacles provided.
- Vehicles are only allowed in designated parking areas only. Parking on grass areas is not allowed at any time.
- Outdoor fires in any place other than in a barbecue for cooking purposes is not allowed.
- Dogs are allowed in park areas and must be on a leash at all times unless in an area designated as an off-leash area. *(All other pets are prohibited unless authorized in writing.)*
- Noise levels that violate the City's noise ordinance will not be allowed.
- The follow are prohibited in all Park Areas:

Littering	Garbage dumping and water pollution
Vandalism	Possession of firearms or weapons of any kind <i>(Unless permitted by state law)</i>
Fireworks of any kind	Hitting golf balls
All types of inflatable bouncers, mechanical rides and trampolines	Birdseed, confetti, glitter, rice, anything that sprouts, hay/straw, silly string, party poppers, and sky lanterns
Feeding wild animals, birds, fish or reptiles	Operating any boats, cars, rockets or other devices that are powered by a rocket motor or an internal combustion engine

NOTICES:

Responsible Person agrees to defend and indemnify the City of Keizer, its officers, agents and employees, against any claim, demand, suit or action for property damage, personal injury or death arising in connection with this event. Responsible Person agrees to comply with all the conditions set forth herein and if applicable to provide at Responsible Person's own expense the insurance set forth in the addendum attached.

Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or electronic transmitted signatures by signing an original document.

I hereby certify that I am the authorized representative of the above group, that the above statements are true to the best of my knowledge, and that I will abide by all restrictions, administrative rules and applicable City Ordinances.

Signature of Responsible Person: _____

Date: _____

2/7/2025

*****THIS SECTION MUST BE COMPLETED BY CITY OF KEIZER STAFF*****

Total Fee: _____

Received by: _____

Date: _____

Approved by: _____

Date Approved: _____

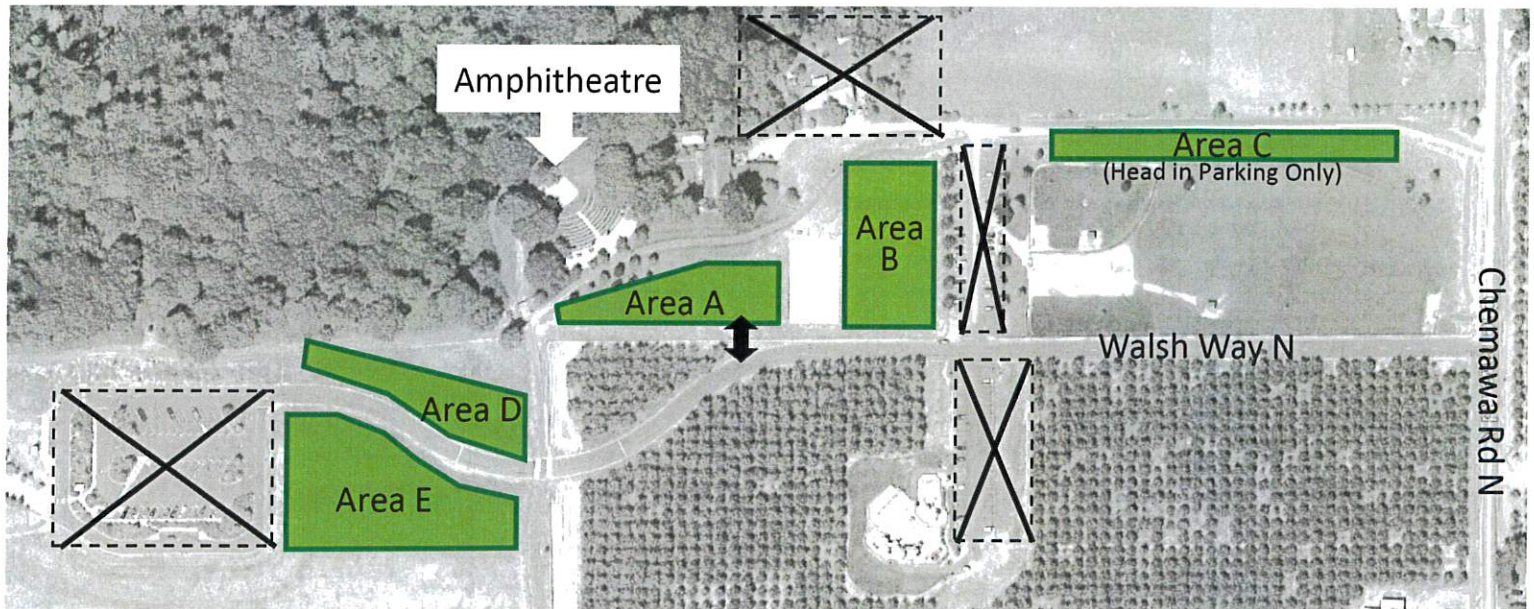
Copy to: ☐ Parks Manager ☐ Police Department ☐ Reserving Group ☐ Parks File



Keizer Rotary Amphitheatre Parking Plan

Event Title: KEIZER ART FAIR/ VENDOR/ ADA PARKING

Event Date: 5/16-5/18/2025



 **Amphitheatre Event Parking NOT Allowed**

 **Amphitheatre Event Parking Allowed.**

 **Event Parking Access Gate (Vehicles are ONLY allowed to enter and exit from THIS gate.)**

Parking Area(s) Requested:

Complete the section below:

- ☒ A - 40 Parking Spaces
- ☒ B - 50 Parking Spaces
- ☒ C - 40 Parking Spaces
- ☐ D - 40 Parking Spaces
- ☐ E - 150 Parking Spaces

We are expecting 200 number of vehicles.

We will have 2 number of parking attendants.

We will provide 5-8 number of ADA Parking Spaces.

Vehicles will be parked in the parking areas as designated above on this form. Parking Areas A and B will be accessed only through the "Event Parking Access Gate". Parking Area C will be accessed off of Chemawa Rd N. Parking Areas D and E will be accessed from Walsh Way N. Event Parking is not allowed to park in the existing paved parking areas so those using the other park amenities have sufficient parking. In the space below, or another piece of paper, document any additional equipment/volunteer staff for event parking. If any Shuttle buses will be used for the event then they must have a spotter when backing or maneuvering in the park.

Additional Information: The remaining parking spaces can be found in the KeizerFEST parking lot.



City of Keizer Application Addendum

Keizer City Hall
930 Chemawa Road NE
Keizer, OR 97303
PO Box 21000, Keizer, OR 97307
Phone: (503) 390-3700
Fax: (503) 390-3787

Date of Event: May 15th-18th, 2025

Title of Event: KeizerFEST

Responsible Person: Corri Falardeau

Primary Phone: 503-393-9111

A Non-refundable Permit Application Fee of \$63.00 will apply at the time this addendum is submitted with a reservation application.

ADDITIONAL EVENT INFORMATION:

Is your event open to the public? (See below for definition of a public event) ☒ Yes ☐ No

A public event is any event open to the general public whether a fee is charged to attendees or not. These events can include, but are not limited to concerts, trade shows, vendor markets, charitable, fundraising, and leisure events.

Will attendees be paying any type of fee? ☒ Yes ☐ No

FOR THE FOLLOWING PLEASE CHECK ALL BOXES THAT APPLY TO YOUR EVENT:

☒ **Alcoholic Beverage Service:** Alcohol beverages are only permitted on City owned property if the appropriate OLCC permit/license has been issued for this event and all City requirements have been met.

- Alcohol vendor must enter into a separate agreement with City, must provide single limit liability insurance with minimum limits of \$1,000,000 and liquor liability insurance certificate with minimum limits of \$1,000,000 naming City of Keizer as additional insured. "City of Keizer" includes its officers, agents, contractors, and employees.
- The insurance policy is to be issued by an insurance company authorized to do business in the state of Oregon. The agreement, evidence of insurance and additional insured endorsement must be provided to City 20 days prior to event.
- Alcohol vendor must provide all Oregon Liquor Control Commission (OLCC) licenses/permits in a form acceptable to City 20 days prior to the event. Alcohol vendor must comply with all City regulations. The only Park Areas that alcohol service can be permitted are Chalmers Jones Park and Keizer Rapids Park.

Name of Alcohol Vendor: Keizer Chamber of Commerce

Alcohol Service Times: Starting at: 11 ☒ AM ☐ PM Ending at: 10:30 ☐ AM ☒ PM

☒ **Security:** For events with over 100 attendees, Responsible Person must provide proof that a professional Security Company has been hired. The number of guards will be determined by the security company's requirements. The proof of security must be provided to City 20 days prior to event.

☒ **Food Service for a Public Event:** For events open to the public, all food service vendors must provide approved copies of the necessary Marion County Health Department licenses/permits to City 20 days prior to the event. All Food service vendors must comply with all applicable City and Marion County regulations and provide all the necessary licenses/permits to City 20 days prior to the event. All food service/preparation vendors must have Food Handlers License.

Name of Vendor(s): North Keizer BBQ, Sancho's Taco's, Bo & Vine (We will have a few more vendors, we are still working on this part.)

☐ **Food Service for a Private Event:** All Food Service Vendors must comply with all applicable City and Marion County regulations and provide all the necessary licenses/permits to City 20 days prior to the event. All food service/preparation vendors must have Food Handlers License. Private events may provide their own food if listed as "self-provided" below.

Name of Vendor(s) or (Self-Provided): _____

- ☒ **Using Commercial Cooking Equipment and/or Generators:** A fire prevention plan must be reviewed and approved by the Keizer Fire District Fire Marshall or his/her designee. The approved plan must be provided to City 20 days prior to event.
- ☒ **Amplified Sound:** All amplified sound must adhere to City Noise Ordinance 2004-511. Responsible Person shall be responsible for the monitoring of sound levels in the Park Area. The City recommends that the noise level not exceed 80-85 DB. However, the Keizer Noise Ordinance applies to sound levels measured at the property lines of adjoining residences. Responsible Person must comply with all applicable regulations and laws, including, but not limited to the requirements of the Keizer Noise Ordinance. Amplified sound is only permissible when approved by permit and is strictly prohibited after 9:00 p.m.

Type of Amplified Sound: Speaking events, Concerts- Please raise the sound ordinance to 11pm 5/16 & 5/17 2025

- ☒ **Events with over 50 attendees:** The event is expecting over 50 attendees as listed on the Reservation Application and are requesting an increase of the number of allowed attendees in the reserved park area:
- ☒ **Public Event, Ticketed Event or Concert Event:** Must submit a crowd control/security plan to the City of Keizer 20 days prior to event.
- ☒ **Anticipated Traffic or Parking Issues:** If your event is expecting a large number of vehicles that may cause traffic or parking issues in the park a parking plan must be submitted 20 days prior to event. Include documentation of necessary equipment/volunteer staff for event parking. Sufficient parking attendants and ADA parking spaces must be provided. If any Shuttle buses will be used for the event then they must have a spotter when backing or maneuvering in the park. If your event is being held at Keizer Rapids Park you may use your own documentation or complete the City provided "Keizer Rotary Amphitheatre Parking Plan". Additional requirements may be necessary due to the size and nature of the event.
- ☐ **City Provided Electrical Services:** A \$21.00 use fee will apply and is due at the time the application is submitted. Electrical service is limited. Please confirm details of what you require below:

- ☐ **Projecting still or moving pictures of any kind.**

Describe: _____

- ☒ **Using posted signs for the event.** Signage for the event must comply with the Keizer Sign Regulations. Call 503-856-3441 for further information.

Describe: We will have promo signs on river rd starting April 28th, 2025. Promo signs on Chemawa rd, and Cherry Ave.

- ☒ **Using temporary structures, fencing or tents for the event.**

Describe: We will have 50+ vendor tents, 1 big tent 150x50 and fencing around the entire area. We will have carnival rides as

- ☒ **Listed below are other proposed accommodations requested for the event that are not permitted without the Public Works Director approval or not addressed with this addendum: (Requests will be reviewed on an individual basis)**

Parking for 800+ cars in the adjacent field. An office trailer on site for working

In the space below or on a separate sheet, provide a diagram or map of the layout of the proposed event:

See attached photo.

Park adjacent
to KeizerFEST
in field

It is the Permittee's responsibility to contact our Parks Department (503-390-3700) at least one week prior to your event date to review the following, if applicable to your event:

- ❖ **PARKING:** Staff will review the provided parking plan to ensure parking instructions given by the City are followed. Access to any parking access gates may be arranged by the City at that time. A parking plan and a map will be provided with the approved permit.
- ❖ **ELECTRICAL USE:** If electrical use fee was paid, staff will review access to limited power.
- ❖ **ADDITIONAL REQUIREMENTS:** Some events may be required to provide fire extinguishers, additional signage or other event specific equipment. If required, arrangements will be reviewed with the permittee.

I hereby certify that I am the authorized representative of the above group, that the above statements are true to the best of my knowledge, and that I will abide by all restrictions, administrative rules and applicable City Ordinances.

Signature of Responsible Person: _____

Date: 2/7/2025

ADDITIONAL REQUIREMENTS:

Due to the nature of your event the City of Keizer is requiring at the Responsible Person or Group's expense the following that are checked below:

- ☒ **Insurance:** Provide single limit liability insurance with minimum limits of \$1,000,000 naming **City of Keizer** as additional insured. The insurance policy is to be issued by an insurance company authorized to do business in the state of Oregon. "City of Keizer" includes its officers, agents, contractors, and employees. The evidence of insurance and additional insured endorsement must be provided to City 20 days prior to event.

(Insurance is required for all events at the Keizer Rotary Amphitheatre)

- ☒ **Chemical Toilets:** The Responsible Person must provide the City with verification 20 days prior to event that the appropriate amount of portable toilets listed below have been arranged for each event. The size and nature of the event determines the number of toilets.

(Chemical Toilets are required for all events at the Keizer Rotary Amphitheatre)

Number of portable toilets required: 20+ Company Name: Ace Chemecial Toilets

- ☒ **Garbage Services:** The Responsible Person must provide the City with verification 20 days prior to event that the appropriate amount of receptacles listed below have been arranged for each event. The size and nature of the event determines the number of receptacles. Contact Loren's Sanitation (503-393-2262) for rental information.

Number of receptacles required: 50+ Type of receptacles required: Gargabe & Recycle bin. 1 30

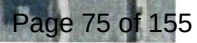
☐ **Other:** _____

*****THIS SECTION MUST BE COMPLETED BY CITY OF KEIZER STAFF*****

☐ Approved as Submitted ☐ Approved as Amended ☐ Denied

By: _____ Title: _____ Dated: _____

Copy to: ☐ Parks Manager ☐ Police Dept. ☐ Fire Dept. ☐ Reserving Group ☐ City File





4118 River Road N
Keizer, Oregon 97303
KeizerChamber.com

February 7, 2025

To: Mayor Clark, Keizer City Councilors & City Manager Adam Brown

From: KeizerFEST Co-Chairs, Jeremy Turner & Dave Walery

Subject: KeizerFEST Special Event Permit & Sign Code Variance Request

KeizerFEST

KeizerFEST is a community-wide celebration that embodies the unique and vibrant spirit of Keizer. The 2025 festival is scheduled for May 15th-18th 2025, and the KeizerFEST Committee, a division of the Keizer Chamber of Commerce, is responsible for coordinating events and promoting the festival. In partnership with the City of Keizer, the Chamber aims to facilitate a range of activities, including an Entertainment Tent with a Kickoff Party, a Fun Center & Carnival, Vendors & Exhibitors, a Cornhole Tournament, a Golf Tournament, a Car Show, a McNary APT Music Program, a Community Church Service, and a Local Teen Talent Showcase.

- **Chamber Events: Dates & Times**
- **KeizerFEST Vendors** (Set-up: Wednesday, May 14, 8:00 AM | Take-down: Sunday, May 18, 3:30 PM)
- **KeizerFEST Market** (May 15-18)
 - Operating Hours: Thursday - Saturday, 10:00 AM - 10:00 PM; Sunday, 10:00 AM - 3:00 PM
- **Fun Center/Carnival** (May 15-18)
 - Includes set-up, nightly cleanup, and take-down | May 15, 12:30 PM - May 18, 3:00 PM
- **Volunteer Appreciation Luncheon** (May 15, 11:30 AM)
 - A thank-you luncheon for KeizerFEST supporters and sponsors.
- **KeizerFEST Kickoff Party** (May 15, 4:00 PM - 9:00 PM | Dinner served at 6:00 PM)
 - Live music and food provided by Adam's Rib.
- **Willamette Valley Greeters** (May 16, 8:00 AM - 10:00 AM)
 - A networking event for Chamber members and local businesses, including a pancake breakfast.
- **KeizerFEST Golf Tournament** (May 16, 11:30 AM Registration | 1:00 PM Shotgun Start)
 - Hosted at McNary Golf Course, featuring lunch and a raffle.
- **Live Showcase Music & Beer Garden** (May 16, 11:00 AM - 12:00 AM | Music starts at 3:30 PM)
- **Cornhole Tournament** (May 16-17)
 - A two-day tournament with cash prizes for winning teams.

EXECUTIVE BOARD

Jeremy Turner

Louis Risewick

Jane Lowery

Jonathan Thompson

Tami Levin

DIRECTORS

Alex Aguilar

Jenn Benavidez

Brian Canini

Misti Cook

Darrell Fuller

Mike Gatchet

Dave Walery

503.393.9111

info@KeizerChamber.com

@KeizerChamber

- **Car Show** (May 17, 10:00 AM | Line-up starts at 9:00 AM)
 - Open to all car enthusiasts; registration is available via the Chamber website.
 - Car Show Subject to change- Weather & Location
- **Live Showcase Music & Beer Garden** May 15th-May 18th, 2025
 - Showtimes vary each day. Performing no later than 11pm Friday & Saturday May 16th & 17th, 2025.
- **KeizerFEST Bloomin' Iris Day Parade** May 17th, 2025
 - KeizerFEST Parade showcasing businesses, non-profits, schools, and kid's sports groups.
 - The entire town comes out to watch the parade from 10am-12pm from Lockhaven to Glynbrook down River Rd. Disbandment is Glynbrook to Plymouth.
- **Crown the Hound** May 17th, 2025, 1-2pm 2025
 - Bring your furry friends down to the KeizerFEST grounds to find out who wears the Crown.
 - Next to the Main tent. Free to participate.
- **Keizer Art Fair (May 16-18)**
 - Hosted by the Keizer Art Association along the riverside walking trail.
- **Community-Wide Church Service** (May 18, 9:00 AM - 12:00 PM)
 - Led by Crossroads Fellowship with music from local church worship bands.
- **KeizerFEST 5K** May 18th, 2025, 9am to Finished Keizer Rapids Walk/ Run Path.
 - KeizerFEST 5K run is back. Get registered online through our website. Enjoy a beautiful walk/run around the gorgeous Keizer Rapids Park.
 - Prizes for the fastest runners!
- **Teen Talent Showcase** (May 18, 1:00 PM - 3:00 PM)
 - In partnership with Valor Mentoring and McNary APT, featuring cash prizes.
- **Family Fun in the Sun** (May 18, 10:00 AM - 3:00 PM)
 - Final day of the carnival, vendors, exhibitors, and live music.

Location of Events: Keizer Rapids Park & McNary Golf Club

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Description of KeizerFEST

The festival's main hub will be Keizer Rapids Park, featuring the carnival and evening live music events at the Entertainment Tent. The Committee requests an extension of and use of the following:

- **Friday, May 16 & Saturday, May 17:** Until 12:00 AM (to allow band breakdown)
- **Placement of a 150x50 entertainment tent** with speakers directed toward the river to mitigate noise impact.
- **Designated smoking areas** monitored by security, with fire extinguishers on-site.
- **Use of generators** for food vendors, exhibitors, and carnival rides.
- **Removal of attendance limits** to accommodate an estimated 20,000 attendees.
- **Event fees** to help cover security, entertainment, and logistics:
 - \$10 cover charge (Thursday-Saturday)
 - \$10 per adult / \$5 per child for the Thursday Community Meal
 - Consideration of financial hardship cases (not publicly advertised)

Parking, Transportation & RV Parking

A designated parking lot will be established near the event site off Chemawa Rd. Parking will operate during festival hours, with designated spaces for ADA parking and ride-share services.

Promotional Event Signage & Banners

The KeizerFEST Marketing Committee will place banners and signs throughout the city, including River Road, Lockhaven Dr., and at Keizer Rapids Park. Promotional materials will be displayed from April 28 – May 19, 2025.

Permits & Agency Approvals

The Keizer Chamber of Commerce will secure necessary permits through OLCC and Marion County Health Department. We request the city's approval for alcohol service at the park during KeizerFEST.

Security & Safety Measures

- **Creative Security** has been contracted for crowd control and overnight security.
- **Incident Command Plan** developed in coordination with the Keizer Police Department and Keizer Fire District, including an onsite command center.
- **Volunteer teams** will assist with the event oversight.

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4118 River Road N
Keizer, Oregon 97303
KeizerChamber.com

KeizerFEST Fee Waiver Request

Dear Mayor Clark, Council President Starr, City Councilors, and City Manager Adam Brown,

The Keizer Chamber and KeizerFEST Committee successfully relocated the festival to Keizer Rapids Park three years ago, leading to record-breaking attendance, vendor participation, and an award-winning status in Oregon. This success was made possible by the unwavering support of the City of Keizer and our sponsors.

Given the significance of this event, we kindly request a full waiver of all fees associated with KeizerFEST. A waiver would allow us to allocate funds toward securing top-tier live entertainment, improving festival grounds, and enhancing the overall attendee experience.

We deeply appreciate your continued support. Should you have any questions regarding this request or the accompanying documents, please do not hesitate to reach out.

Warm Regards,
KeizerFEST Committee
Corri Falardeau
Executive Director, Keizer Chamber of Commerce

EXECUTIVE BOARD

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Louis Risewick

Jane Lowery

Jonathan Thompson

Tami Levin

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info@KeizerChamber.com

@KeizerChamber

Keizer Rapids Dog Park

Walsh's Wy

Keizer Rapids
Volleyball Court

Walsh's Wy

Walsh's Wy

Keizer Rapids Big
Toy Playground

Keizer Park Restroom

Keizer Community
Tennis Association
Sporting goods store

Keizer Rotary
Amphitheater

~~Tent~~

~~Vendor~~

~~Vendor~~

Parking access

Parking

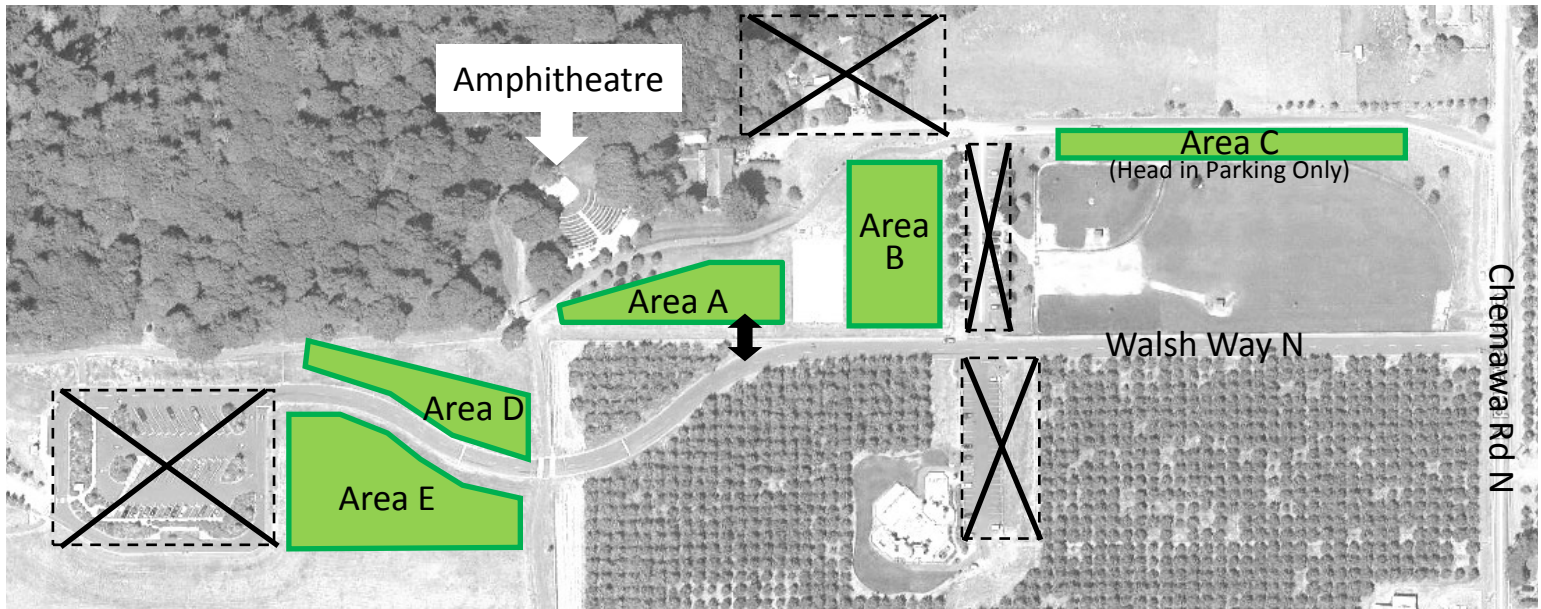
Tentative
Plan.



Keizer Rotary Amphitheatre Parking Plan

Event Title: KEIZER ART FAIR/ VENDOR/ ADA PARKING

Event Date: 5/16-5/18/2025



 **Amphitheatre Event Parking NOT Allowed**

 **Amphitheatre Event Parking Allowed.**

 **Event Parking Access Gate (Vehicles are ONLY allowed to enter and exit from THIS gate.)**

Parking Area(s) Requested:

- ☒ A - 40 Parking Spaces
- ☒ B - 50 Parking Spaces
- ☐ C - 40 Parking Spaces
- ☒ D - 40 Parking Spaces
- ☐ E - 150 Parking Spaces

Complete the section below:

We are expecting 200 number of vehicles.

We will have 2 number of parking attendants.

We will provide 5-8 number of ADA Parking Spaces.

Vehicles will be parked in the parking areas as designated above on this form. Parking Areas A and B will be accessed only through the "Event Parking Access Gate". Parking Area C will be accessed off of Chemawa Rd N. Parking Areas D and E will be accessed from Walsh Way N. Event Parking is not allowed to park in the existing paved parking areas so those using the other park amenities have sufficient parking. In the space below, or another piece of paper, document any additional equipment/volunteer staff for event parking. If any Shuttle buses will be used for the event then they must have a spotter when backing or maneuvering in the park.

Additional Information: The remaining parking spaces can be found in the KeizerFEST parking lot.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

AUTHORIZING A TEMPORARY SUSPENSION OF THE
ORDINANCE PROHIBITING STREET VENDORS

WHEREAS, the City of Keizer adopted Keizer Code, Section 36-1 which prohibits
street vendors in the City of Keizer;

WHEREAS, the Ordinance allows for suspension of these regulations during a festival
approved by the Council;

NOW, THEREFORE,

BE IT RESOLVED that a temporary suspension of the Ordinance prohibiting street
vendors is hereby granted and street vendors will be permitted on Saturday, May 17, 2025
from 7:00 a.m. to noon.

BE IT FURTHER RESOLVED all vendors must have any necessary governmental
permits and approvals.

BE IT FURTHER RESOLVED that at no time shall any person interfere with, impede
or block pedestrian, vehicular or parade traffic in any manner whatsoever.

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

PASSED this _____ day of _____, 2025.

SIGNED this _____ day of _____, 2025.

Mayor

City Recorder

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R2025-_____

3 AUTHORIZING TEMPORARY USE AND SIGNS SUBJECT
4 TO CONDITIONS FOR KEIZERFEST (2025)
5

6 WHEREAS, the Keizer Code, Appendix A provides pursuant to Section
7 2.203.04(E) that the City Council may by resolution authorize temporary uses and
8 signage during a specific event or festival;

9 WHEREAS, the Keizer Development Code also provides that the Council may
10 set forth the reasonable types of uses, zones and time restrictions;

11 WHEREAS, the Keizer Park Regulations provides that prohibited activities may
12 be permitted by the City;

13 WHEREAS, the Keizer Chamber of Commerce has requested the City to
14 authorize a temporary use for the KeizerFEST, including, but not limited to placement of
15 temporary signage to promote such festival, and to allow prohibited activities at Keizer
16 Rapids Park during the festival;

17 WHEREAS, the City Council has considered this matter and finds that it is
18 appropriate to grant the request with certain restrictions necessary to protect the health,
19 safety and welfare of the public;

1 NOW, THEREFORE,

2 BE IT RESOLVED by the City Council of the City of Keizer that the 2025
3 KeizerFEST is authorized as a specific temporary use and the hours of operation and
4 signage for the 2025 KeizerFEST is hereby allowed pursuant to the design, restrictions
5 and conditions as set forth in the attached Exhibit "A" which is incorporated herein by
6 this reference.

7 BE IT FURTHER RESOLVED that the City waives all City fees in connection
8 with this matter and provides Police/Public Works support as a part of the City's
9 sponsorship of the event.

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

12 PASSED this _____ day of _____, 2025.

13 SIGNED this _____ day of _____, 2025.

14

15

16

Mayor

17

18

19

City Recorder

EXHIBIT "A"

Design, Restrictions and Conditions

The City Council approves the proposed temporary use, hours of operation and signage for the 2025 KeizerFEST as follows:

1. Except as set forth in this decision, the 2025 KeizerFEST shall be located, operated and conducted pursuant to the attached Parade, Special Event, or Block Party Permit, Park Area Reservation Application, and the Application Addendum submitted by the applicant dated February 7, 2025. Signs, banners, flags and balloons shall be limited to the locations and numbers identified in the applications.
2. The 2025 KeizerFEST may have up to 8 banners not to exceed 20 square feet advertising the event. The locations of such banners must have prior approval of the Planning Director or designee. Such banners may be placed no earlier than April 28, 2025 and must be removed no later than May 19, 2025.
3. The 2025 KeizerFEST may have up to 30 light pole banners installed on the Keizer Station and River Road light poles. Such banners may be placed no earlier than April 28, 2025 and must be removed no later than May 19, 2025.
4. The 2025 KeizerFEST may have hand signs and flags located adjacent to the main intersections along River Road, Chemawa Road, Windsor Island Road, Wheatland Road, 14th Avenue, Lockhaven Drive and on participating business storefronts. No signs or flags may be placed without the property owner's permission. All hand signs and flags shall not exceed the allowable size as stated in the sign code. Such hand signs and flags may be placed no earlier than April 28, 2025 and must be removed no later than May 19, 2025 and may not obstruct any public road or sidewalk.
5. Signs, banners, flags and balloons shall be placed to ensure there shall be no traffic interference or distraction, and if deemed to be a hazard by the Planning Director, shall be removed immediately without notice. Balloons shall be placed in such a manner so as to not present a potential to damage light fixtures or landscaping.
6. No other signs are allowed.
7. No electronic signs of any type are allowed, unless required by the Keizer Police Department for safety or traffic control reasons.
8. No signs, flags, balloons or other items may be placed in the right-of-way, except for banners referenced in Section 2. No signs shall be placed on private property

without the specific permission of the private property owner. Placement of any sign in any public right-of-way or sidewalk easement shall cause the City to remove such signs immediately without notice. In such instance, the Chamber shall pay for City staff time, including benefits.

9. Any signs, banners, flags and balloons not removed by May 20, 2025 may be immediately removed by City staff without notice and the KeizerFEST shall pay for staff time at the hourly rate of staff person removing the signage, including benefits.
10. Vendors sleeping in their booths overnight is permitted ONLY at the direction and requirements of the Keizer Fire District.
11. The Applicant has requested a waiver or partial waiver of several park regulations. Except as noted below, these requests are granted with the following conditions:
 - a. Park Hours. On May 15, 2025, all events shall close no later than 10:00 p.m. and the public shall vacate the park. Vendors and Chamber staff and volunteers shall vacate the park no later than 11:00 p.m., except those that are permitted to stay overnight by the Public Works Director and/or the Fire Department. On May 16, 2025, all events shall close no later than midnight and the public shall vacate the park. Vendors and Chamber staff and volunteers shall vacate the park no later than 1:00 a.m., except those that are permitted to stay overnight by the Public Works Director and/or the Fire Department. On May 17, 2025, all events shall close no later than 11:00 p.m. and the public shall vacate the park. Vendors and Chamber staff and volunteers shall vacate the park no later than midnight, except those that are permitted to stay overnight by the Public Works Director and/or the Fire Department. On May 18, 2025, all events shall close by 9:00 p.m. and the public shall vacate the area. Vendors and Chamber staff and volunteers shall vacate the park no later than midnight.
 - b. Tent and Other Structures. The entertainment tent and other types of shelters are allowed as indicated in the application.
 - c. Generators. Generators are allowed as requested in the application. All generators shall be equipped with spark arrestors.
 - d. Number of People. The limit of 150 persons is waived.
 - e. Conducting Business. This regulation is waived.
 - f. Recreational Vehicles. Up to ten (10) recreational vehicles may be parked at the location dry-camping only is allowed.

- g. Alcohol. Alcoholic beverages are allowed only in the Big Tent and smoking section if the alcohol vendor enters into an agreement with the City and provides certificates of insurance and endorsements as required by the City Attorney. Applicant and alcohol vendor must comply with all OLCC requirements.
 - h. Smoking. The smoking section is allowed in the location indicated in the application. Smoking is prohibited at any other location.
- 12. Food trucks/carts if any shall be placed as permitted by the Planning Director/Public Works Director. All food trucks/carts shall be subject to the conditions further described herein as well as the sign code. Such food trucks/carts may be placed no earlier than noon May 14, 2025 and must be removed no later than 4:00 p.m. May 19, 2025 and may not be located on any public road or sidewalk. The exact site location is subject to approval by the Planning Director/Public Works Director, or designee.
 - 13. If required under applicable regulations, any food vendor shall obtain a license from Marion County Environmental Health or similar county agency prior to operating.
 - 14. Any food truck/cart or other vendor shall not obstruct pedestrian pathways, driveways or drive aisles and shall not create a traffic or safety hazard.
 - 15. Any paper, cardboard, wood, or plastic containers, wrappers, or any litter or material is to be picked up by the vendor.
 - 16. All food trucks/carts must remain capable of being moved at any time.
 - 17. Any food truck/cart not removed by 4:00 p.m. May 19, 2025 may be immediately removed by City staff without notice and the Chamber shall be billed for staff time at the hourly rate of staff person including benefits for removing the food truck/cart.
 - 18. The Applicant has requested a waiver of noise regulations for May 16, 2025 and May 17, 2025. Pursuant to Keizer Code, Section 26-4, the amplified sound is allowed to midnight on May 16, 2025 and 11:00 p.m. on May 17, 2025.
 - 19. All activities shall comply with Keizer Police Department/Public Works direction and requirements of Keizer Fire District.



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Tim Wood, Assistant City Manager
Subject: Discussion - Advisory Recommendations from the Community Diversity Engagement Committee (CDEC)

Proposed Motion

No motion necessary.

I. Summary

At the March 3, 2025 regular session meeting, the City Council requested that the Community Diversity Engagement Committee review the proposed changes to Resolution R2021-3225 - Establishing Community Diversity Engagement Committee and the related Appendix A outlining the committee's purpose, tasks, membership and term of office. In addition, the Committee was asked to discuss changing the committee name.

The CDEC met on March 6, 2025 and made the following advisory recommendations to Appendix A:

1. Purpose item 3. - Include reference to Resolution R2020-3135 "Adopting Keizer Statement of Values-Justice, Equity, Diversity and Inclusion"
2. Purpose item 4a) - Include active identification and elimination of barriers to participation.
3. Purpose item 4f) - include intentionally seeking out underrepresented and underserved communities.
4. Membership - Retain existing appointment process, with appointees serving at large rather than as personal representative of the appointing councilor
5. Membership - Retain voting youth liaison
6. Membership - Recommend Councilors use a standardized method for appointments, including the questions and scoring rubric created by the CDEC
7. Term of Office - Retain existing three-year staggered terms

The CDEC also recommends retaining the existing name.

II. Background

A. At the March 3, 2025 regular session meeting, the City Council requested that the

Community Diversity Engagement Committee review the proposed changes to Resolution R2021-3225 - Establishing Community Diversity Engagement Committee and the related Appendix A outlining the committee's purpose, tasks, membership and term of office.

B. In addition, the Committee was asked to discuss changing the committee name.

III. **Current Situation**

A. The CDEC met on March 6, 2025 and made the following advisory recommendations to Appendix A:

1. Purpose item 3. - Include reference to Resolution R2020-3135 "Adopting Keizer Statement of Values-Justice, Equity, Diversity and Inclusion"
2. Purpose item 4a) - Include active identification and elimination of barriers to participation.
3. Purpose item 4f) - include intentionally seeking out underrepresented and underserved communities.
4. Membership - Retain existing appointment process, with appointees serving at large rather than as personal representative of the appointing councilor
5. Membership - Retain voting youth liaison
6. Membership - Recommend Councilor use a standardized method for appointments, including the questions and scoring rubric created by the CDEC
7. Term of Office - Retain existing three-year staggered terms

B. The CDEC also recommends retaining the existing name.

IV. **Analysis**

A. **Strategic Impact** - Not Applicable

B. **Financial** - Not applicable

C. **Timing** - The recommendations if accepted by the City Council would be effective upon the adoption of the revised resolution.

D. **Policy/Legal** - Only the City Council is authorized to make changes to Resolution R2021-3225 - Establishing Community Diversity Engagement Committee and the related Appendix A. In addition, the City Council is authorized to name the committee.

V. **Alternatives**

A. Incorporate some or all of the recommendations from the CDEC.

B. Take no action

VI. **Recommendation**

Staff recommends the City Council consider the recommendations from the CDEC for inclusion in any changes to Resolution R2021-3225 - Establishing Community Diversity Engagement Committee and the related Appendix A

Attachments

1. ATT_CDEC_Appedix A to Community Diversity Engagement Committee_3 6 2025
2. Resolution R2020-3135

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

Appendix “A” City Council Committee

Name: Community Diversity Engagement Committee

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

1. Listening to understand. Keizer wants to let everyone know we are all included when we talk about the Keizer community and are important for our community to thrive holistically,
2. Using what is heard to create recommendations for action plan(s) for increasing community engagement and communication on progress in civic processes,
3. Acting on the values included in the Resolution for Justice, Equity, Diversity and Inclusion.
4. To assist in developing action recommendations for community engagement in civic processes in the following areas:
 - a) Collaboration with Council, other city committees, commissions and neighborhood associations to increase active participation and recommend culturally responsive actions,
 - b) Collaboration with other organizations (historical/cultural/arts, business organizations, faith community, community based organizations, education, and additional sectors not usually included),
 - c) Collaborating in community opportunities to have conversation, celebration, relationship building,
 - d) Recommending additions or subtractions of national observances/commemorative/heritage months,
 - e) Help develop metrics and yearly report on tasks identified and the data needed to better understand culturally responsive provision of services and public participation,
 - f) Assist in identifying leaders and build leadership capacity of underrepresented and underserved communities.

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

Term of Office: Each member of the Committee shall be appointed for a two-year term. The appointments will be announced and the term will begin at the first Council meeting in January of each odd numbered year, following the general election. If an appointed member is unable to serve the term for which the member is appointed or

an appointed member resigns prior to the completion of the term, the Council member responsible for this position shall appoint another individual to finish the term. If a Council office is vacant for any reason, the replacement Council member may, at their option, replace the appointed member. There will be no term limits for members of the Committee.

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

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

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

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2020- 3135

4
5 ADOPTING
6 KEIZER STATEMENT OF VALUES -
7 JUSTICE, EQUITY, DIVERSITY AND INCLUSION
8
9

10 WHEREAS, All people shall be treated with dignity and respect; and

11 WHEREAS, "All" people includes but is not limited to the Federal and State

12 Definitions of Protected Classes of people:

13 a. Federal definition – Race, color, religion, national origin, sex,
14 familial status, disability

15 b. State of Oregon additions – Source of income, marital status,
16 sexual orientation, gender identity; and

17 WHEREAS, equity is both a process and an outcome; and

18 WHEREAS, we recognize that government practices, policies, laws and
19 regulations have historically resulted in discrimination and disparity against people based
20 on any protected class listed above; and

21 WHEREAS, the belief system of white supremacy is defined as follows: "that the
22 white race is inherently superior to other races and that white people should have control
23 over people of other races; the social, economic, and political systems that collectively
24 enable white people to maintain power over people of other races;" and

25 WHEREAS, we acknowledge that the land upon which the people of Keizer live
26 has historical and cultural roots in native Tribal Nations.

1 NOW, THEREFORE,

2 BE IT RESOLVED by the City Council of the City of Keizer that the City of
3 Keizer has taken action and commits to continuing to take action to be a city that
4 welcomes every person regardless of their race, color, religion, national origin, sex,
5 familial status, disability, source of income, marital status, sexual orientation, or gender
6 identity.

7 BE IT FURTHER RESOLVED that the City of Keizer repudiates the belief
8 system of white supremacy and condemns racism and is committed to the elimination of
9 all forms of racism everywhere it exists.

10 BE IT FURTHER RESOLVED that the City of Keizer affirms its commitment to
11 ensure that all members of the community are free from acts that are rooted in racism,
12 discrimination, intolerance, bigotry, and hostility. We will strive to inspire and
13 continually pursue a culture of safety and wellbeing.

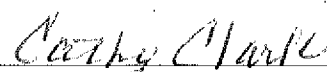
14 BE IT FURTHER RESOLVED that this Resolution is an aspirational statement
15 and does not create any legal cause of action or modify any existing rights.

16 BE IT FURTHER RESOLVED that this Resolution is not a legislative action.

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

19 PASSED this 7th day of December, 2020.
20 SIGNED this 7th day of December, 2020.

21
22
23
24
25



Mayor


City Recorder



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

Proposed Motion

I move to adopt Resolution R2025___ Amending Community Diversity Engagement Committee; Amending Resolution R2021-3225

I. Summary

The Keizer City Council formed the Community Diversity Engagement Committee (CDEC) by resolution on November 1, 2021. From its inception, the structural make-up and appointment processes of the committee were somewhat similar to, but differed from the Volunteer Coordinating Committee (VCC). At a City Council general meeting in December, the Council asked that the CDEC structure mirror that of VCC. On February 10, 2025, there were further discussions regarding this matter at a joint work session with the CDEC. Then at the March 3, 2025 general meeting, the Council made some additional choices about the structure of the appointment processes and terms of the committee members of the CDEC, instructing staff to return with a resolution that would codify those decision points.

II. Background

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

III. Current Situation

- A. In December 2025, the City Council directed staff to come back with a resolution to make the CDEC membership and terms the same as the VCC membership and terms. On February 10, 2025, the City Council and CDEC had a joint work session to discuss this matter more. The Council needed to wait until the February 18, 2025, general meeting to make any decisions per the Council Rules of Procedure. At the February 18, 2025 meeting, the Council set this matter over to the March 3, 2025 meeting. Then at the March 3, 2025 general meeting, the Council made some

additional choices about the structure of the appointment processes and terms of the committee members of the CDEC, instructing staff to return with a resolution that would codify those decision points.

- B. Specifically, the Council requested that there be seven (7) voting adult members of the CDEC to be appointed by each Council member. These will be two-year terms of membership to coincide with the City's general election cycle. Because these positions are being reset to align with the two-year terms of the Mayor and Council, the Council voted to have a re-appointment process for all seven (7) adult member positions of the CDEC. There are also one (1) non-voting council liaison to be appointed by the Council as well as a non-voting student member to be appointed by the Council pursuant to the Council Rules of Procedure. An additional change was made to the appendix "A" attached to the resolution, getting rid of the "Tasks" header to be in alignment with the other committees (that only have a "Purpose" header).

IV. **Analysis**

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - No financial impact.
- C. **Timing** - Council has asked for this resolution to be ready for adoption at the March 17, 2025, general city council meeting.
- D. **Policy/Legal** - This committee doesn't have any statutory restrictions affecting its type or terms of membership. Legally, the Council can choose how this committee exists and operates. As a matter of policy, matching up with the VCC membership make-up results in more committee consistency and allows each councilor to be able to appoint their respective members at the same time and in the same manner.

V. **Alternatives**

- A. Adopt the resolution as-is.
- B. Adopt the resolution with amendments.
- C. Table the item for a future discussion.
- D. Take no action.

VI. **Recommendation**

Staff recommends adopting the resolution as-is.

Attachments

1. RES_CDEC_Amending Community Diversity Engagement Committee_3 17 2025
2. ATT_CDEC_Appendix A to Community Diversity Engagement Committee_3 17 2025

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

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

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

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

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

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

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

NOW, THEREFORE,

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

BE IT FURTHER RESOLVED, upon passage of this Resolution, all current appointed
voting member positions shall be vacated and new appointments shall be made to conform
with these new terms of office and membership.

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

3 PASSED this _____ day of _____, 2025.

4
5 SIGNED this _____ day of _____, 2025.

6
7
8 _____
9 Mayor

10
11 _____
12 City Recorder

Appendix “A” City Council Committee

Name: Community Diversity Engagement Committee

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

1. Listening to understand. Keizer wants to let everyone know we are all included when we talk about the Keizer community and are important for our community to thrive holistically,
2. Using what is heard to create recommendations for action plan(s) for increasing community engagement and communication on progress in civic processes,
3. Acting on the values included in the Resolution for Justice, Equity, Diversity and Inclusion.
4. To assist in developing action recommendations for community engagement in civic processes in the following areas:
 - a) Collaboration with Council, other city committees, commissions and neighborhood associations to increase active participation and recommend culturally responsive actions,
 - b) Collaboration with other organizations (historical/cultural/arts, business organizations, faith community, community based organizations, education, and additional sectors not usually included),
 - c) Collaborating in community opportunities to have conversation, celebration, relationship building,
 - d) Recommending additions or subtractions of national observances/commemorative/heritage months,
 - e) Help develop metrics and yearly report on tasks identified and the data needed to better understand culturally responsive provision of services and public participation,
 - f) Assist in identifying leaders and build leadership capacity of underrepresented and underserved communities.

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

Term of Office: Each member of the Committee shall be appointed for a two-year term. The appointments will be announced and the term will begin at the first Council meeting in January of each odd numbered year, following the general election. If an appointed member is unable to serve the term for which the member is appointed or

an appointed member resigns prior to the completion of the term, the Council member responsible for this position shall appoint another individual to finish the term. If a Council office is vacant for any reason, the replacement Council member may, at their option, replace the appointed member. There will be no term limits for members of the Committee.

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

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

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



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Tim Wood, Assistant City Manager
Subject: Community Diversity Engagement Committee Appointments and Councilor Liaison Appointment (CDEC)

Proposed Motion

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

I. Summary

Council Members appoint members to the Community Diversity Engagement Committee (CDEC). Per the current adopted Council Rules of Procedure and CDEC Resolution, each Council member will make a one-member appointment to the CDEC. There is a Resolution before the Council tonight that if approved, states "Each member of the Committee shall be appointed for a two-year term and each member shall be appointed by a member of the City Council. The member shall be appointed to a position corresponding with the position of the Council member responsible for their appointment."

II. Background

- A. On November 1, 2021, the Keizer City Council formed the CDEC under Resolution R2021-3225. At that time, the membership of CDEC was nine (9) voting members: two (2) voting City Council members, six (6) citizen-at-large members, and one (1) voting youth member. The terms of the citizen-at-large members were staggered, three year terms while the Council members terms were two year terms.
- B. The Council Rules of Procedure adopted, January 21, 2025, Section 18.2 state "Each Council member will make a one-member appointment to the Volunteer Coordinating Committee and the Community Diversity Engagement Committee as allowed in Council resolutions for a two-year term. If a Council member leaves office prior to the end of the Council member's scheduled term, the replacement Council member shall appoint a member to the Volunteer Coordinating Committee and the Community Diversity Engagement Committee. Except for Council members, all other applicants for City Boards, Commissions, Committees or any group (other than Council Work Groups, Task Forces, or Outside Committees) will be recommended by the members of the Volunteer Coordinating Committee who will receive, review, and process written applications and forward recommendations to the Council for appointment consideration, unless the Resolution, Ordinance, or State Statute

defines the appointment process differently. For Council member appointments via Council, these rules supersede any individual resolutions relating to specific committees."

- C. At the City Council Meeting on March 3, 2025, a majority of Council directed staff to bring back a Resolution changing the terms of office for CDEC members to two-year terms and changing the members as follows: "The Committee shall consist of seven voting members. Each member shall be appointed by a member of the City Council. The member shall be appointed to a position corresponding to the position of the Council member responsible for their appointment. The Council will appoint a non-voting Youth liaison to the Committee pursuant to the Council Rules of Procedure. "
- D. At the City Council Meeting on March 3, 2025, a majority of the Council voted to restart the CDEC positions and have them all start together in the Resolution.

III. **Current Situation**

- A. The term for CDEC members in the current Council Rules of Procedure are listed as two year terms.
- B. The term for CDEC members in the Resolution at tonight's meeting are listed as two year terms.
- C. Appointments are needed for the CDEC.

IV. **Analysis**

- A. **Strategic Impact** - NA
- B. **Financial** - NA
- C. **Timing** - There are current openings on the CDEC. If the Resolution previously presented in the Council meeting is adopted, it calls for the appointments to be "announced and the term to begin at the first Council meeting in January of each odd numbered year, following the general election".
- D. **Policy/Legal** - The Council Rules of Procedure and the Resolution establishing CDEC explain how and when appointments are made to the CDEC.

V. **Alternatives**

- A. Make the appointments to the CEDC.
- B. Table the appointments for a later time.

VI. **Recommendation**

Staff recommend the Council be provided the opportunity to make appointments to the CDEC either now or at future meetings according to their readiness to adhere to the new amendments. Each Council member will be provided an opportunity to make an appointment for the two-year term ending December 31, 2026.

Attachments

None

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



To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Melissa Bisset, City Recorder

Subject: Consider Proclamation Request for Vietnamese-American Remembrance Day (April 30th)

Proposed Motion

If the Council wishes to approve the Proclamation Request - "I move to approve the Proclamation Request from Thao Duc Tu recognizing Vietnamese-American Remembrance Day."

I. Summary

A request for a proclamation recognizing Vietnamese-American Remembrance Day was received. The request is from Thao Duc Tu, President of the Vietnamese Community of Oregon and Vice President of the Federation of Vietnamese American Communities of the USA.

II. Background

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

III. Current Situation

A. A proclamation request has been submitted by Chao Duc Tu, President of the Vietnamese Community of Oregon and Vice President of the Federation of Vietnamese American Communities of the USA..

B. A draft of the proposed proclamation is attached to this Staff Report.

IV. Analysis

A. **Strategic Impact** - NA

B. **Financial** - NA

C. **Timing** -

- Vietnamese-American Remembrance Day (April 30th)
- There are currently Proclamations scheduled for both April City Council

Meetings.

D. Policy/Legal -

- Council Rules of Procedure, Section 14.1 - Request for Proclamations – Local organizations or residents requesting proclamations that proclaim a specified date or dates to recognize the efforts of various community groups and individuals on certain projects, shall be filed with the City Recorder. Upon receipt, the City Recorder will notify the Council of the request. If the Council approves the request, the City Recorder will prepare the proclamation for the Mayor's signature. The Mayor will issue and read the proclamations.
- Council Rules of Procedure, Section 14.2 - Reading of Proclamations – No more than one proclamation will be read at each meeting. It will be at the discretion of the Council if a proclamation will be read at a City Council meeting or presented to the organization or group. It is preferred that a representative of the requesting organization be present to receive the proclamation. Any proclamation that is approved, but not on the pre-approved list, the phrase "Here with the Council" shall be removed from the proclamation. Any presentation shall be limited to five minutes unless consent for more time is given by the Council.

V. Alternatives

- A. Council approve the request and schedule the date of the proclamation reading at a City Council Meeting.
- B. Council approve the request and have the proclamation reading at an event.
- C. Council approve the request and have the proclamation issued and mailed to the requestor.
- D. Council take no action and the proclamation will not be issued.
- E. Council deny the request and the proclamation will not be issued.

VI. Recommendation

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

Attachments

1. Proclamation Request - Vietnamese-American Remembrance Day
2. Sample Proclamation

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

From: Thao Tu
Date: February 17, 2025 at 11:37:11 PM PST
To: Cathy Clark <ClarkC@keizeror.gov>
Cc: Carlos Grant DONALD CURTIS , Tuyet Lan chau pham Nguyễn Minh Hùng
Dinh Mai **Subject:** City of Keizer: Would you please approve for a proclamation recognizing the
Vietnamese-American Remembrance Day?

CAUTION: This email originated from Outside Your Organization. Exercise caution when opening attachments or on clicking links from unknown senders. Please contact Information Technology for assistance.

02/17/2025

Dear Mayor Clark and your Staff:

My name is Thao Duc Tu. I am President of Vietnamese Community Of Oregon.

Today on behalf of my Board, I send you this Proclamation and I hope that you will approve for this.

Thank you very much for your kindness and consideration from the bottom of my heart.

I look forward to receiving your response soon.

Respectfully yours and Best wishes to you all,

Thao Duc Tu

President

Vietnamese Community of Oregon

Vice President

Legislation Supervisory Council

Federation of Vietnamese American Communities of the USA

“Whereas:

Vietnamese refugees have proudly resided in the City of Keizer, state of Oregon since the conclusion of the Vietnam War on April 30, 1975 and

Whereas:

Vietnamese Americans have put forth their full toiling energy building the city of Keizer, state of Oregon in a multitude of prominent areas including industry, economy, culture, education, and military service and

Whereas:

Vietnamese Americans have counted on the State of Oregon, USA as being their second heart, mind, and family homeland and

Whereas:

Every year, Vietnamese Americans observe Remembrance Day on April 30th to solemnly honor the 58,000 American soldiers including 810 Oregonian soldiers and more than 300,000 South Vietnamese soldiers who sacrificed their lives in the line of duty for freedom and democracy in South Vietnam from November 1st 1955 to April 30th 1975.

Now,

Therefore:

I, the Mayor of Keizer hereby proclaim April 30th to be recognized as:

Vietnamese-American Remembrance Day

I resolutely encourage all to join in the reverent recognition of this cultural heritage celebration.”



To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Tim Wood, Assistant City Manager
Joseph Lindsay, City Attorney

Subject: Recognizing National Observances and Commemorative/Heritage Months

Proposed Motion

I move the Council adopt Resolution R2025-____ Recognizing National Observances and Commemorative/Heritage Months; Repealing Resolutions R2021-3215, R2022-3324 and R2022-3343.

I. Summary

During the February 10, 2025 Work Session, the Council requested that staff bring back an updated list of national observances for consideration at the next City Council Regular Session. At the Council meeting on March 3, 2025, Council further directed staff to return with a resolution that correctly stated which proclamations were to be presented at meetings and which ones were to be approved, but not be presented at Council meetings.

II. Background

- A. The City Council held a work session on February 10, 2025 to discuss the current listing of National Observances and Commemorative/Heritage Months.

III. Current Situation

- A. Based on the February 10, 2025 work session and further discussions at the March 3, 2025 regular City Council meeting, a revised listing of National Observances and Commemorative/Heritage Months has been prepared for City Council consideration.

IV. Analysis

- A. **Strategic Impact** - Not applicable
- B. **Financial** - No financial impact
- C. **Timing** - The changes to the list of national observances and commemorative/heritage months will be effective with Council approval.
- D. **Policy/Legal** - City Council approval is required to recognize national observances

and commemorative/heritage months. Due to the Council Rules of Procedure limiting the number of proclamation presentations to one per meeting, the resolution looks to separate those proclamations that will be presented at council meetings and which ones will be approved by the Council but not presented at meetings.

V. Alternatives

- A. Adopt the attached resolution recognizing the national observances and commemorative/heritage months.
- B. Propose additional changes to the national observances and commemorative/heritage month listing.
- C. Take no action.

VI. Recommendation

Staff recommends the City Council adopt the attached Resolution R2025-____
Recognizing National Observances and Commemorative/Heritage Months.

Attachments

1. RES_CC_Recognition of National Observances and Months_3 17 2025

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

RECOGNIZING NATIONAL OBSERVANCES AND
COMMEMORATIVE/HERITAGE MONTHS; **REPEAL OF
RESOLUTIONS R2021-3215, R2022-3324, AND R2022-3343**

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

WHEREAS, the City Council adopted Resolution R2022-3324 amending R2021-
3215 on September 19, 2022;

WHEREAS, the City Council adopted Resolution R2022-3343 amending R2021-
3215 on November 21, 2022;

WHEREAS, the Council has reviewed the recognitions on February 10, 2025 and
wish to revise the recognized national observances and commemorative/heritage months
as outlined below;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the following
national observances and commemorative/heritage months are hereby recognized by the
City of Keizer and shall be presented at a City Council regular session meeting:

- **Black History Month (February)**
- **Women's History Month (March)**
- **National Disability Employment Awareness Month and National
Developmental Disability Awareness Month (March)**
- **Child Abuse Prevention Month (April)**
- **Volunteer Recognition Month (April)**

- **Jewish American Heritage Month (May)**
- **Asian American Native Hawai'ian Pacific Islander Heritage Month (May)**
- **Lesbian, Gay, Bisexual, Transgender and Queer Pride Month (June)**
- **Juneteenth Proclamation (June)**
- **National Suicide Prevention Month (September)**
- **National Hispanic Heritage Month (September)**
- **Indigenous Peoples' Day (October)**
- **Domestic Violence Awareness Month (October)**
- **Native American Heritage Month (November)**
- **National Veterans and Military Families Month (November)**
- **Human Rights Day (December)**

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

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

BE IT FURTHER RESOLVED that the above observances are to be announced as a formal proclamation.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the following national observances and commemorative/heritage months are hereby recognized by the City of Keizer, but will not be presented at a City Council regular meeting, but as a formal proclamation:

- **Foster Care Awareness (April)**

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- **Older Americans Month (May)**
- **Constitution Week (September)**
- **Filipino American History Month (October)**
- **Ruby Bridges Walk to School Day (November)**
- **Small Business Saturday (November)**

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

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that Resolutions R2021-3215, R2022-3324, and R2022-3343 are hereby repealed in their entireties.

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

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

Mayor

City Recorder



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Tim Wood, Assistant City Manager
Subject: Council Rules and Procedure

Proposed Motion

None

I. Summary

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

II. Background

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

III. Current Situation

- A. Mayor Clark has specific changes to the Rules of Procedure in mind. These were physically brought forward to each Councilor on the dais at the February 3, 2025 meeting in accordance with Public Meetings law. At that meeting, the changes were introduced into the record so that they would be in the public and could be added to the packet at a future meeting.

IV. Analysis

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - No financial impact.
- C. **Timing** - No apparent timing concerns.
- D. **Policy/Legal** - Mayor Clark has specific changes to the Rules of Procedure in mind. In order to be in compliance with Public Meetings laws, copies of her specific wants were placed on the dais at the February 3, 2025 meeting in accordance with Public Meetings law. At that meeting, the changes were introduced into the record, so that

they would be in the public and could be added to this packet.

V. Alternatives

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

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

VI. Recommendation

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

Attachments

1. 02-03-2025 Corrections for Council Rules

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

02-03-2025 Corrections for Council Rules

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

Omission of Charter provision: Section 3.10 Attendance Duty

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

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

Typo: Section 4.3 Council Vice President

Second paragraph, second sentence needs a period instead of a comma after the word Mayor.

Typo: Section 7.1 Written Communications

See minor correction in bold print:

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

Clarification: Proclamations

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

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

Clarification: Section 18.3 Qualifications

A suggested edit to make the section clearer as to the circumstances for a non-resident to be appointed to a committee:

Original:

In addition, the candidate must be a resident. Even when allowed, City Committees, Boards and Commissions cannot have more than one non-resident who must be a property owner or business owner in the city, except where specified by resolution or ordinance.

Suggested change:

In addition, the candidate must be a resident **or**, when allowed, ~~City Committees, Boards and Commissions cannot have more than one~~ a non-resident who must be a property owner or business owner in the city, **with no more than one non-resident per City Committee, Board or Commission**, except where specified by resolution or ordinance.

Typo: Section 18.5 Council Task Force

Second sentence

All Council Ad-Hoc Task Forces shall have a Council member as Chair who shall be ~~either~~ appointed by the Council.

Clarification: Section 20

The Work Plan was for projects to be led by Council vs direction to Staff.

We discussed removing this reference throughout this section since this was only used in 20-21.

Does Council agree with that modification?



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Adam Brown, City Manager
Subject: Approval of Council Goals

Proposed Motion

I move that the Keizer City Council adopt Resolution R2025-_____ Adoption of 2025-2026 City Council Goals.

I. Summary

By its own rules and procedures, the Keizer City Council is required to set goals every two years. The Council met on February 24, 2025, and agreed upon common short and long-term goals.

II. Background

- A. Section 20.1 of the Keizer City Council Rules of Procedure requires the council to set goals every term to coincide with mayoral terms of office.

III. Current Situation

- A. The City Council met on February 24, 2025 to discuss and create the council goals for the 2025 and 2026 calendar years.
- B. The short-term goals are:
 - 1. Update the City Emergency Operations Plan.
 - 2. Complete the Five-Year Strategic Plan.
 - 3. Finish construction of the Gold Star Memorial.
 - 4. Complete the partial parks master plan revision.
 - 5. Create and fund a sidewalk gap program.
 - 6. Consider the traffic congestion impact of all development and opportunities to relieve congestion.
 - 7. Begin and make significant progress on the Transportation System Plan.
 - 8. Determine if the City wants to move forward with an Urban Growth Boundary expansion and if the City does want to move forward, then determine next

steps.

9. Explore a utility discount program for people under 60 who are in financial need.
10. Explore opportunities to open up development currently restricted under the Willow Lake Settlement Agreement.

C. The long-term goals are:

1. Complete an Economic Opportunities Analysis.
2. Complete a Housing Capacity Analysis.
3. Continue a sidewalk gap program.
4. Consider ways to relieve traffic congestion.
5. Continue to move on decision regarding the Urban Growth Boundary.

IV. Analysis

- A. **Strategic Impact** - Staff will use the council goals as strategic guidance for preparing the budget.
- B. **Financial** - No financial impact.
- C. **Timing** - The Council Rules and Procedures state that the short and long-term goals will be discussed in the first quarter of the year following an election and must be approved no later than the second regular session in April. The Council will meet its self-imposed obligation by approving the goals at this meeting.
- D. **Policy/Legal** - Only the Council can approve the Keizer City Council's short and long-term goals. Past practice has been to approve them by resolution.

V. Alternatives

- A. Adopt the attached Resolution approving the Goals as Written - The Council can approve the goals as previously agreed upon.
- B. Amend the Rules Previously Agreed Upon - Council members could amend the rules by votes of the majority of the Council and approve as amended.
- C. Take No Action - The Council will still have two meetings to meet their self-imposed council rules by adopting something by the second regular session in April.

VI. Recommendation

Staff recommends approval of the council short and long-term goals by adoption of the attached Resolution.

Attachments

1. RES_CC_Adoption of 2025-2026 Goals_3 17 2025

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

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

2 **Resolution R2025-____**

3 **ADOPTION OF 2025-2026 CITY COUNCIL GOALS**

4
5 **WHEREAS, the Council desires to adopt the Goals for 2025-2026 set forth**
6 **below;**

7 **NOW, THEREFORE,**

8 **BE IT RESOLVED that the City Council of the City of Keizer does hereby adopt the**
9 **following Council goals for calendar years 2025 and 2026:**

10 **SHORT TERM GOALS**

- 11 • **Urban Growth Boundary Expansion (or not) and Next Steps**
12 • **Transportation System Plan**
13 • **Emergency Operations Plan Revision**
14 • **Five Year Strategic Plan**
15 • **Parks Master Plan Revision**
16 • **Gold Star Memorial**
17 • **Discount Program for Under 60 and in Need**
18 • **Sidewalk Gap Program**
19 • **Willow Lake Settlement Agreement Options Review**
20 • **Traffic Congestion**

21 **LONG TERM GOALS**

- 22 • **Traffic Congestion**
23 • **Sidewalk Gap Program**
24 • **Housing Capacity Analysis**
25 • **Economic Opportunities Analysis**
26 • **Urban Growth Boundary Options**

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

PASSED this _____ day of _____, 2025.

SIGNED this _____ day of _____, 2025.

Mayor

City Recorder



**MINUTES
KEIZER CITY COUNCIL**

Monday, February 10, 2025

**KEIZER CITY COUNCIL AND COMMUNITY DIVERSITY ENGAGEMENT COMMITTEE JOINT
WORK SESSION (will begin after the City Council Work Session ends)**

**Robert L. Simon Council Chambers
930 Chemawa Road NE
Keizer, Oregon**

CALL TO ORDER - CITY COUNCIL WORK SESSION

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

ROLL CALL

Roll call was taken as follows:

Present:

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

Staff:

Adam Brown, City Manager
Tim Wood, Assistant City Manager
Joseph Lindsay, City Attorney
Garrett Klever Human Resources
Director
Melissa Bisset, City Recorder

DISCUSSION

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

The majority of Council felt that a Resolution should change the Community Diversity Engagement Committee (CDEC) members' terms to two-years in alignment with the City Councilor terms.

There was a question about making the Volunteer Coordinating Committee (VCC) appointments, organizing the annual awards ceremony, and the purpose needed to be updated to include the annual volunteer recognition of volunteers. The Council wanted to keep the non-voting Council Liaison.

Public Arts Commission requested to change the voting Council Member to a non-voting Council Liaison, and the purpose of the Public Arts Commission was reviewed.

The Budget Committee Resolution was statutorily written, and there were no changes to it.

In the General Fund Long Range Planning Task Force' Resolution, it was requested to add that this task force meets on an as-needed basis.

With regard to the Audit Committee, there was consensus to remove the reference to the Urban Renewal Agency as the City no longer has an Urban Renewal Agency for the Audit Committee. There was consensus to change the word competent in the first item to qualify. There was a request to begin to follow item 2 to meet with the chosen auditor.

There was discussion about whether the Council wanted to have a voting Council Member on the Keizer Emergency Planning Committee. There was consensus to keep it as is.

There were no changes requested to the Resolution for the Keizer Parks and Recreation Advisory Board.

The majority of the Planning Commission Resolution was statutorily written, and it was requested to review its mission for updated statutorily written language.

There was a suggestion to remove numbers 1-9 from the purpose and list them as tasks in the Traffic Safety, Bikeways, and Pedestrian (TSBP) Committee Resolution.

For the Community Diversity Engagement Committee (CDEC), the Council would discuss with the CDEC about changing the membership to include one non-voting Council Liaison instead of a Council Voting Member.

There was a suggestion about the logistics of the committees in the membership sections that members shall be appointed as per the Council Rules and Procedure and relevant statutory requirements. There was consensus to change the language.

b. Review Proclamation List

There was a consensus to adjourn the meeting and discuss the list of Proclamations with the CDEC in the Joint Work Session.

ADJOURNMENT OF CITY COUNCIL WORK SESSION

Mayor Clark adjourned the meeting at 6:49 p.m.

CALL TO ORDER - JOINT WORK SESSION OF CITY COUNCIL & COMMUNITY DIVERSITY ENGAGEMENT COMMITTEE

Mayor Clark called the meeting to order at 6:49 p.m.

Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Shaney Starr, Council President
Soraida Cross, Councilor

Staff:

Adam Brown, City Manager
Tim Wood, Assistant City Manager
Joseph Lindsay, City Attorney

Kyle Juran, Councilor
Daniel Kohler, Councilor
Marlene Parsons, Councilor
Lore Christopher, Councilor
Jane Titchenal, Chair - CDEC
Carrie Brown, Vice Chair - CDEC
Benita Picazo - CDEC
Tammy Kunz - CDEC
Stephanie Cross - CDEC

Melissa Bisset, City Recorder

JOINT WORK SESSION WITH CITY COUNCIL & COMMUNITY DIVERSITY ENGAGEMENT COMMITTEE

The following Proclamations were discussed.

National Disabilities Developmental Awareness Month - March 3, 2025
Women's History Month - March 17, 2025

April 7, 2025 - Child Abuse Prevention Month
The annual Volunteer Recognition Week was added for April 21, 2025.
Older Americans Month would be at the Salem-Keizer Area Senior Center in April.

It was noted that Foster Care Awareness Month was a May event scheduled for an April Proclamation.

Jewish American Heritage Month in May, and the Rabbi would be presenting on this observance.
It was noted that the Rabbi was available to present on May 5th or May 19th.
There was no discussion on the Asian Pacific Heritage Month in May.

Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ) Month/Pride Month - June 2, 2025
June 16, 2025 - Juneteenth
Using a proclamation format, recognition of outgoing Youth Councilors would be held in May or June of each year.

There would be no observances in July and August.

September 2 - It was recommended by the CDEC to add National Suicide Prevention Month, and the Council agreed to add it.

September 15 - There was discussion about the timing of the Constitution Week Proclamation, and it was agreed to add it to September 15th with a simple reading of the Proclamation and picture with the Daughters of the American Revolution, but not at a Council meeting.

September 15 - National Hispanic Heritage Month (September 15 - October 15), and it was agreed to continue with this observance.

There was discussion regarding the length of time for proclamations and presentations.

Mayor Clark noted that she sends the Proclamation to a local organization for the Filipino American History Month for October so there was no presentation.

October 6 - Indigenous Peoples' Day

October 20 - Domestic Violence Awareness Month

The National Disability Employment Awareness Month would remain for recognition in October. There was discussion about whether this recognition would be recognized separately from the National Disabilities Development Awareness Month or if the two recognitions would be combined.

November 3 - Native American Heritage Month.

The CDEC recommended adding National Veterans and Military Families Month and Small Business Saturday for November. There was consensus that the Mayor would present the proclamation for Small Business Saturday at Chamber Greeters.

City Manager Brown confirmed that staff would return to a City Council meeting with a list of proclamations to be read at Council meetings and that any observances not on the list would go before the Council for approval.

There was consensus from the Council that the proclamation for Ruby Bridges Walk to School Day would be on November 14th and to collaborate the recognition with the Salem-Keizer School District.

It was suggested to have a process to tighten up the time spent on proclamations and observances, such as reminding speakers about the time limits.

There was discussion about filming proclamations and posting them on social media and there was discussion about the CDEC working together.

December 1 - Human Rights Day.

There was a break at 7:46 p.m.

The meeting resumed at 7:58 p.m.

a. Joint Discussion on Community Diversity Engagement Committee (CDEC) Mission, Purpose, Membership, Terms and Meeting Schedule

Mayor Clark reviewed the formation of the CDEC.

There was a question about what the difference was between a Diversity Engagement Inclusion (DEI) Committee and the CDEC. Mayor Clark shared the desire to include people, the values for equity (rather than equality), and to be as diverse as possible because of the very diverse community according to the US Consensus data. She stated that there was a goal of engaging, connecting, and breaking down barriers between people and their abilities within their own civic lives and, in particular, for the City to make people feel welcome to engage with self-governance.

There was a comment that there had been turnover on the CDEC.

Councilor Kohler expressed hope for the CDEC to bring everyone together as one community and for there not to be a division.

There was a suggestion to have metrics to measure and ensure the CDEC's success.

There was discussion about communication and engagement by the CDEC to look through the equity-lens on anything that would impact the community and advise the City Council on collaboration.

CDEC Member Brown explained that the committee did not start out as a DEI committee. She commented on the CDEC's mission statement and shared information about the last CDEC meeting. She did not want there to be any misconceptions about what the CDEC was about. She expressed her desire to work together and wanted decisions to be collaborative.

There were comments about the engagement framework and definitions that the CDEC had created.

Councilor Cross commented on a document from Ray White that she provided at the last CDEC meeting.

At the most recent CDEC meeting, each member selected a City Board, Commission and Committee meeting to attend.

CDEC Member Brown shared a story about reaching out to an underrepresented church to be a part of the Community Dinners.

There was a question about what engagement looked like, and it was noted that the community should feel empowered to participate in making decisions.

CDEC Member Picazo appreciated the joint work session and looked forward to working together rather than having just the CDEC to clear up information and answer questions.

CDEC Member Titchenal appreciated receiving the information from Ray White and asked when the two open positions would be filled. It was noted that Councilor Christopher has an appointment to make, and the Mayor would appoint a Youth Member. Mayor Clark noted that she was working on her appointment.

Councilor Christopher commented that she wants to clearly articulate the expectations of the CDEC work before appointing someone, and she has spoken with three people. Councilor Christopher wants to see the CDEC focus on outreach, organize a public forum, online engagement, and engage neighborhood associations. She preferred to hear the Committee be called Keizer Resident Outreach Committee. She would be recommending someone before the next CDEC meeting.

Councilor Juran explained that his intention was to get out into the community and to find a space that was comfortable for everyone to participate in civic events. Councilor Juran hoped to outreach people who don't normally attend civic events.

There was a suggestion to host a City table at community events.

It was suggested that when there are opportunities in the community to do outreach and get advice from the CDEC on putting together the town halls.

Councilor Cross suggested adding the words belonging, representation, or access to the title of the CDEC. There was a request for the CDEC to review the name of the committee and make suggestions.

Member Titchenal asked for a measurable way for success so there was not a question about what the City Council was doing. She felt it was more streamlined and equitable to have the Volunteer Coordinating Committee vote on who was on the CDEC.

There was a suggestion to have a joint Council and CDEC meeting three or four times per year. There was a suggestion to meet again in June for a joint meeting.

There was a suggestion to bring Ray White's expertise and guidance to the CDEC. Councilor Cross offered to invite Mr. White to provide communication at an upcoming CDEC meeting for possible exploration by the City Council.

Councilor Kohler felt that it was important to pause and take some time for the City Council to provide direction to the CDEC. He commented on working together, understanding each other's position, and coming together as a community.

The majority of Council would like to make the CDEC terms be two-year appointments based on the Council terms.

Mayor Clark explained that it was very intentional to have a youth member be a voting member.

There was discussion about the membership to possibly change the youth member's term to one year or retain the two-year terms. There was a suggestion to expand to eight members with one youth voting member on the CDEC. There would be more discussion at the next City Council Meeting with the Council affirming the appointees and discussing how the youth member selection would be made.

ADJOURNMENT OF JOINT WORK SESSION

Mayor Clark adjourned the meeting at 9:07 p.m.

MAYOR:

APPROVED:

Cathy Clark

Dawn Wilson, Deputy City Recorder

Minutes approved: _____

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



MINUTES
KEIZER CITY COUNCIL
Tuesday, February 18, 2025
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

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

Mayor Clark announced that there was a request to move item 8.i. to after item 8.c.
There were no objections.

ROLL CALL

Roll call was taken as follows:

Present:

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

Absent:

Ma'Layah Latty-Farrar, Youth
Councilor

Staff:

Adam Brown, City Manager
Tim Wood, Assistant City Manager
Shane Witham, Planning Director
Joseph Lindsay, City Attorney
Bill Lawyer, Public Works Director
Andrew Copeland, Police Chief
Garrett Klever, Human Resources
Director
Melissa Bisset, City Recorder

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

There were no special orders of business.

COMMITTEE REPORTS

Anne-Marie Storms, Deputy Fire Marshal, Keizer Fire, provided an update on calls for service, programs and upcoming events.

Lisa Cejka, Parks and Recreation Advisory Board, shared about their recent meeting. She noted

that there were matching grant funds still available.

PUBLIC COMMENTS

Mayor Clark shared the written comments that had been received.

Lisa Cejka, Keizer, expressed her concerns about the comments related to Youth Liaison that she heard at the most recent work session. She commented on the accomplishments of the various Youth Liaisons over the last several years. She encouraged the Council to consider having the Youth Liaisons be voting members.

PUBLIC HEARINGS

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

City Recorder Melissa Bisset summarized the staff report.

Council President Starr moved the City Council recommend approval of the application for a change of ownership for an Off-Premises Sales Liquor License from Mog and Mog Inc. for Pat's Cig and Vape under the guidelines established by ORS 471.175 and the Ordinances of the City of Keizer. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

ADMINISTRATIVE ACTION

a. RESOLUTION - Authorizing City Manager to Sign Management Agreement with Keizer Community Field Association for Keizer Multi-Sports Synthetic Turf Fields

City Manager Adam Brown summarized the staff report. There was a question about how the contract was developed and if there was a professional that had reviewed the contract.

Councilor Cross shared that she would be interested in data, hours, and who was getting to play.

There would be a work session on the topic.

Councilor Christopher moved to table the Resolution to no later than April 21st. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

b. RESOLUTION - Authorizing City Manager to Sign Letter of Intent With Raising Cane's Restaurants LLC (Keizer Station Area B)

City Manager Adam Brown summarized the staff report. Discussion followed regarding paying down PERS debt versus paying down the unfunded liability. There would be future discussion about the PERS debt during a Budget Committee meeting.

There were comments about land that was owned by the City in that no taxes were collected and the financial benefits to the City and community by selling the land.

Council President Starr moved to adopt Resolution R2025- Authorizing City Manager to Sign Letter of Intent With Raising Cane's Restaurants LLC (Keizer Station Area B). Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

c. **ORDINANCE - Establishing a Franchise Agreement with Portland General Electric for Placement of Utilities in the Public Rights-of-Way; Repeal of Ordinance No. 2012-667**

City Attorney Joseph Lindsay summarized the staff report. It was clarified that there would be no increase in the fees related to the Franchise Agreement.

Wendy Veliz, Local Government Affairs Manager, expressed her gratitude to the City for working on the Franchise Agreement. She commented on the most appropriate trees to be strategically planted and stated that vegetation management was best practice in their new Franchise Agreements.

Gratitude was expressed to PGE for the paint to remove graffiti.

There was a comment about working together with PGE on utility box wraps.

Council President Starr moved to adopt an Ordinance No. 2025- Establishing a Franchise Agreement with Portland General Electric for Placement of Utilities in the Public Rights-of-Way; Repeal of Ordinance No. 2012-667. Councilor Kohler seconded. Motion passed unanimously as follows upon first reading:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Mayor Clark called for a recess.

d. **RESOLUTION - Authorizing City Manager to Sign Volunteer Economic Development Advisor Agreement**

The meeting resumed at 8:12 p.m.

City Manager Adam Brown summarized the staff report.

Mr. Ronald Raleigh, Keizer, opposed the passing of the item and shared his professional experience with bidding. He expressed concern over the bid process and felt it needed to go to the public. He suggested there could be an economic development board. He shared that he had reached out to the KeizerTimes about the issue.

There was discussion about whether these types of contracts existed in other Cities and the intent of the contract.

Discussion ensued regarding what other Cities were doing for economic development. There was a discussion about using volunteers.

It was clarified that the help was with working on selling the orphan properties that the City owned or having them leased out for additional income, to create jobs, and be added to the County tax rolls. Mr. Brown shared that last year, the strategy was to sell the properties and have the revenue be added to the unfunded accrued liability to give the City a better perpetual savings in cost versus revenue.

The term of the contract was two-years, and Mr. Brown offered for it to be a one-year agreement.

It was requested to have questions and check-ins with the Council and for language to be included in the contract to report on activities and documents on economic development opportunities. Mr. Brown stated that he could include information in his City Manager Report.

Mr. Brown explained how he would be using the consultant.

Council President Starr moved to adopt Resolution R2025- Authorizing City Manager to Sign Volunteer Economic Development Advisor Agreement. Councilor Kohler seconded.

Mayor Clark proposed removing Recital B and the phrase or other City-owned sites as a friendly amendment, and it was accepted by mover and seconder.

Council President Starr proposed to change the Conflict of Interest and Confidentiality Statement to be separate agreements and under the Conflict of Interest to include perceived, actual, or potential conflicts of interest, under Section 9, Item D.

City Attorney Lindsay stated that he would change Item D to read, Advisor agrees to sign an annual Statement of Confidentiality and update Statement of Actual, Potential, or Perceived Conflicts of Interest if they change throughout the year, and these are two separate agreements.

Mayor Clark expressed her concern with the agreement due to past experience and ties with other organizations historically that lead to a different way of looking at economic development, and she preferred to take the time to engage in what would be necessary to have economic development staff establish Keizer's strength and position in the Salem-Keizer Metropolitan Area economy. She noted that comparable cities had economic development staff and encouraged the Council to consider how to engage in the economic strength in the region. She requested that this be included in the Council's goals.

Motion passed as follows:

AYES: Cross, Kohler, Starr, Juran, Christopher, and Parsons (6)

NAYS: Clark (1)

ABSTENTIONS: None (0)

ABSENT: None (0)

e. Discussion - Community Diversity Engagement Committee

City Attorney Adam Brown summarized the staff report.

Carrie Brown, Keizer, spoke about the role of the Community Diversity Engagement Committee (CDEC) and commented on the last two meetings. She stated that one of the requests from the Council was for the CDEC to look at renaming the CDEC and thought that at the last joint work session, there was an agreement to look at the naming of the CDEC.

Jane Titchenal, Keizer, expressed her thoughts on the reasoning for a potential name change and felt that the potential name change was based out of fear. There was also no objective evidence that funding would be lost due to the word diversity in the committee name. She noted that the people wanting to keep the current committee name were present. She commented on the partners around the City that were standing in their power, protecting families and students, standing up against ignorance that is being displayed. She hoped that the CDEC would be given the time to do their work and expressed her support for the CDEC.

Ray White, Keizer, shared that he wanted to help collaborate to ensure that the voices of the community were being heard and that people in the community who may not understand what's available to them. He believed the CDEC was passionate and capable of achieving this within their work. He encouraged the Council to consider the message the committee name would send and how the City could involve different voices in decisions. He supported refining the committee's focus, using existing resources, and encouraging collaboration between committees. He inquired about any concerns or fears about keeping the current name.

Mr. Brown commented on the consent calendar being time-sensitive for the waterline replacement item.

Councilor Christopher moved to extend the time until 9:20 to handle the consent calendar and items g, h and j. Motion was seconded by Councilor Parsons. Motion passed as follows:

AYES: Clark, Juran, Kohler, Starr, Christopher, and Parsons (6)

NAYS: Cross (1)

ABSTENTIONS: None (0)

ABSENT: None (0)

f. Discussion to be brought to the next Community Diversity Engagement Committee (CDEC) Meeting - Rename CDEC Committee

This item was moved to the March 3rd Council meeting.

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

City Attorney Joseph Lindsay summarized the staff report, which would bring the council liaison into alignment with a non-voting member.

Council President Starr moved to adopt Resolution R2025- Amending the Keizer Public Art Commission (KPAC); Amending Resolution No. R2015-2552; Repeal of Resolution R2020-3059. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)

NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

h. Discussion - Adoption of Personnel Policies (Council approved policies)

Human Resources Director Garrett Klever summarized the staff report.

There was a consensus to have this item brought back as a package at the March 3rd meeting for adoption.

i. RESOLUTION - Establishing a Public City Library in the City of Keizer and Establishing Rules, Policies, and Regulations for the Keizer Public Library

This item was taken out of order and followed item 8.c.

City Attorney Joseph Lindsay summarized the staff report. Mr. Lindsay stated that the number of board members had changed to 12 members. The terms of officers would be three years and officers would be elected annually. He verified with the State that non-profit boards serve as library boards. Some of the rules were established for violations, which included a loss of library privileges that would go to the City Manager for appeal, but the suggestion was to make appeals go to the Library Board since it operates for the non-profit on lines 14 and 15 of the Resolution.

Also, line 22 in the Resolution could have different language about which funds could be limited by stating that discretionary funds could be subject to annual budgetary approval.

City Attorney Lindsay explained that the Library Board could make the decision as its own non-profit having its own budget officer or the City could initiate agreements for them to seek approval of the City for additional expenditures. If the Library Board wanted to retain its public status, they would need to adhere to their half of expenditures. Mr. Lindsay clarified that Budgetary Powers of the City would drive the Budget.

Discussion ensued regarding the City budgetary process, potential library funding, and who would be responsible for funding.

City Attorney Lindsay explained that the Resolution establishes a Public Library, which means that the City was currently funding at least half of the library's budget with public funds. The law doesn't say that the level of funding has to be maintained but rather, if funding falls short then there would be a couple of rebuilding years, and if there was still no public funding, then the State Library would no longer recognize the Public Library status. There was also a State Law option to rescind the Public Library recognition during two public meetings.

Discussion ensued regarding past course funding of the library and potential new sources, such as Transient Occupancy Taxes (TOT) funds.

BJ Toewe, Keizer, shared the history of the Keizer Community Library. She stated that there was a commitment from the City for \$30,000 and commented that Keizer could receive Chemeketa Cooperative Regional Library Service (CCRLS) benefits.

It was noted that the number of items checked out had doubled in the last two years.

Councilor Christopher asked for the Resolution to be passed with the funding to be from TOT fund for sustainable funding. She asked that proposed language not state that the City would be investigating funding but rather identify where the funding would come from.

There was a question about what would happen if no public funds were given to the Library. Ms. Toewe confirmed that the Library could no longer operate under the public status with no obligation, violations, or fines.

Ms. Toewe confirmed that a Master's Degree in Library Services and library size were not required by the Oregon Library Association (OLA). Ms. Toewe explained that nothing was required by the OLA, but there were recommended standards to be used as a tool.

The volunteers and the Board of the Keizer Community Library were commended for their dedication and commitment to the Library.

Discussion continued about potential funding. Mayor Clark asked about the funding request going before the Long Range Planning Task Force for long-range planning and funding of the library to build a policy to commit to this funding.

City Attorney Lindsay explained that a separate agreement or policy could indicate such a financial baseline and that the Oregon Revised Statutes required the Library to have 50 percent public funding and not specifically City funding. He clarified that if the Library were to secure different funding then the City could back off on its financial support, recognizing that for the last two years, and City funds had been used. He clarified that the State simply wants to see how the City planned to pay its portion within the Resolution.

On page 262 of the packet and line 22 of the Resolution, Mr. Lindsay suggested that if people were okay with the City investigating ways to pay for 50 percent of the Library budget, he offered to remove the language about the City searching for grants and then say that the City of Keizer proposes to finance through the use of discretionary TOT funds or other discretionary funds subject to approval.

Council President Starr moved to adopt Resolution R2025- Establishing a Public City Library in the City of Keizer and Establishing Rules, Policies, and Regulations for the Keizer Public Library as amended regarding the 12 members of the Keizer Library Board, the three-year term, and changing Item 7a to referring to the Library Board rather than the City Manager regarding library privileges. Councilor Kohler seconded.

Councilor Juran expressed his concern about encumbering money that was not set aside and asked what the \$30,000 might be taken away from. He felt that without knowing where the money would come from that he couldn't say that \$30,000 could be spent on the Library.

Councilor Christopher felt that it wouldn't be honest or truthful to vote on funding when there was an unknown about where the funds would come from for the Library. She wanted to ensure that the tax burden wouldn't be increased for Keizer residents and wanted language that would allow the Resolution to be adopted with the understanding that the Budget Committee was still in control.

City Attorney Lindsay suggested an amendment to say that the City of Keizer would finance the Library through the use of discretionary funds subject to annual budgetary approval.

Mayor Clark disagreed with the friendly amendment because the amendment needs to be refined and go to a second motion.

Council President Starr moved to amend the motion to amend the language in Section 1B to say the City of Keizer will finance the library through the use of discretionary funds subject to annual budgetary approval. Councilor Kohler seconded.

Mayor Clark felt that the entire Long Range Planning Task Force should have a conversation to consider all the different ways the TOT funding was being used for economic development before the Resolution was adopted.

There was discussion about how TOT funds are being used and could be used. It was noted that 20 percent of TOT funds were dedicated to the Event Center, and a third hotel coming, so TOT funds would increase.

Discussion ensued regarding a potential funding policy.

Motion passed as follows:

AYES: Cross, Kohler, Starr, Christopher, and Parsons (5)

NAYS: Clark, Juran (2)

ABSTENTIONS: None (0)

ABSENT: None (0)

Mayor Clark stated for the record that although she voted against the amended Resolution, she wanted the Library but felt that the Resolution was premature because of the uncertainty with funding.

It was noted that in order for the Keizer Community Library to submit the application to the State to receive Public Library status, they needed the Resolution to pass.

There was a 10-minute recess at 8:01 p.m.

j. Approval of the January 18, 2025 Work Session Minutes

Mayor Clark noted the following changes to the January 18, 2025, minutes where it refers to the discussion on Section 4.3 for Council President and states, "There was a consensus of the Council to have the City Attorney Lindsay work on the language of Section 4.3 and bring it back to Council on January 21st." Mayor Clark requested that this be corrected to read, "There was a majority of Council who agreed to have the City Attorney Lindsay work on the language of Section 4.3 and bring it back to Council on January 21st."

Mayor Clark noted a second correction on Section 20 where she asked for removal of references to the Council Work Plan that was done in 2020 and 2021, and this was not reflected in the minutes and was no longer in use. She would like to double check that the minutes note that this

was stated and if not, then the January 18th minutes should be brought back when other corrections are made to remove from the Council Rules of Procedure because it was now outdated.

Mayor Clark noted a third correction to the minutes by removing the words about getting a report on the Council goals by saying that "The City Manager and Mayor would bring a report" and that was not how they were doing it, as it was only when there was a Work Plan where it was a council-led objective.

Council President Starr moved that the Keizer City Council approve the January 18, 2025, Work Session Minutes as amended. Calendar. Councilor Christopher seconded. Motion passed unanimously as follows:

AYES: Clark, Starr, Cross, Kohler, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

CONSENT CALENDAR

Councilor President Starr moved that the Keizer City Council approve the Consent Calendar. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Starr, Cross, Kohler, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

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

OTHER BUSINESS

There was no other business.

STAFF UPDATES

There were no staff reports due to a lack of time.

COUNCIL MEMBER REPORTS

There were no Council Member Reports due to a lack of time.

AGENDA INPUT

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

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

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

ADJOURNMENT

Mayor Clark adjourned the meeting at 9:17 p.m.

MAYOR:

APPROVED:

Cathy Clark

Dawn Wilson, Deputy City Recorder

Minutes approved: _____

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



MINUTES
KEIZER CITY COUNCIL
Monday, February 24, 2025
Robert L. Simon Council Chambers
930 Chemawa Road NE
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 6:02 p.m.

ROLL CALL

Roll call was taken as follows:

Present:

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

Staff:

Adam Brown, City Manager
Tim Wood, Assistant City Manager
Shane Witham, Planning Director
Joseph Lindsay, City Attorney
Bill Lawyer, Public Works Director
Andrew Copeland, Police Chief
Garrett Klever, Human Resources
Director
Melissa Bisset, City Recorder

DISCUSSION

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

City Manager Adam Brown reviewed the following potential goals:

- Urban Growth Boundary Expansion (or not) and Next Steps
- Transportation System Plan
- Emergency Operations Plan revision
- Five-Year Strategic Plan
- Parks Master Plan Revision
- Big Toy Tune-Up
- Gold Star Memorial
- Discount Program for under 60 and in need
- ADA Plan

- Clean up of ordinances

Discussion ensued regarding what the Emergency Operations Plan revisions would entail. It was noted that it would be grant-funded and would be able to be done in the two-year time frame.

Mr. Brown shared that there was a potential volunteer, Mo Avishan, was willing to help with the Strategic Plan. There was a suggestion to have a work session regarding the Strategic Plan and to see if there were other expert volunteers in the community who might be willing to help.

There was discussion about gathering intercept data at KeizerFEST related to the Parks Master Plan Revision. It was noted that the Parks Master Plan Revision was in the two-year timeframe.

Councilor Parsons shared that there would be a tune-up of the Big Toy to celebrate its ten-year anniversary. She said there would be volunteers helping with the work, and they hoped to have it done before the kids were out of school in June. They wished to have an event to celebrate the anniversary and refreshments for the Big Toy. There was a request for the Public Works Director to look at a timeframe for the tune-up. Public Works Director Lawyer would look at funding and a timeframe. There was a suggestion for Marion County Fire District to help with the tune-up. There were comments about the need for resurfacing.

Councilor Cross suggested that the City Council hear about various improvements and events for the parks that the Parks Recreation and Advisory Board communicates with the City Council ahead of time, so the Council can determine if they should be part of the Council Goals.

There was discussion about a potential discount program for under 60 and in need and when a program might be considered and implemented.

There was discussion about an American Disability Act (ADA) Plan, and it was noted that it was nearly complete. It would be brought back before the Council.

Mr. Brown provided an explanation of when something might be a staff goal versus a Council goal.

The cleanup of ordinances would be ongoing.

Code Enforcement was discussed. Mr. Brown shared that a Community Service Officer position was a new position that was currently being recruited for.

There was a suggestion to consider adding a limited-duration planner to the short-term list to help with Planner activities to help with items such as Master Plans and the Willow Lake Settlement Agreement.

Planning Director Witham explained that the Willow Lake Settlement Agreement was written by lawyers and not planners, so it would be best for questions to be addressed by lawyers. Mr. Witham commented that the planning was not difficult in the Willow Lake area because it was zoned using the Comprehensive Plan zone change process, which was application based using the Quasi-Judicial process. Zone changes would require jurisdictional concurrence by the parties

to the settlement agreement.

There was discussion about exploring options related to the Willow Lake Settlement Agreement. There was a question about whether outside Legal Counsel may be needed. City Attorney Lindsay explained the related discussions he had about the Agreement.

There was a suggestion about moving the Sidewalk Gap Program to the short-term list.

The Big Toy tune-up would be removed from the goals list, and it would go to the Parks and Recreation Advisory Board to discuss the Big Toy tune-up project.

Discussion ensued regarding the Gold Star Memorial and if it should be a Council Goal.

The following potential goals would be on the Short-Term Goals list:

- Urban Growth Boundary Expansion (or not) and Next Steps
- Transportation System Plan
- Emergency Operations Plan revision
- Five-Year Strategic Plan
- Parks Master Plan Revision
- Gold Star Memorial
- Discount Program for under 60 and in need
- Sidewalk Gap Program
- Willow Lake Settlement Agreement Options Review
- Traffic Congestion

Discussion ensued regarding sidewalk repairs when trees become too large. There was a suggestion to do a work session on sidewalk repairs.

Mr. Lawyer explained the difference in policy of the Public Works Department regarding trees versus sidewalks. If the tree is causing damage to a sidewalk where a tree needs to be removed, cut, or the roots need to be grounded, the Public Works Street Funds would pay for the tree removal and stump or root grinding. The property owner would pay for the sidewalk repair and replacement of the tree. City Code dictates that trees and sidewalks are the property owners' responsibility.

There was a suggestion to add congestion on River Road to the goal list. Mr. Witham explained how the Transportation System Plan would look at congestion, but with the new state rules related to Climate-Friendly and Equitable Communities, it was not solely looking at congestion.

There was a suggestion to add a Public Works Succession Plan to the goal list. It was noted that Mr. Lawyer had been with the City for 36 years and was planning to retire after 38 years of service, so the City needs to be prepared for what the next iteration of Public Works looks like. Mr. Brown stated that it would be an administrative function, not a policy issue.

The following items would be on the Long-Term Goals list:

- Traffic Congestion
- Sidewalk Gap Program
- Housing Capacity Analysis
- Economic Opportunities Analysis
- Urban Growth Boundary (UGB) Options

There was a suggestion to discuss options for Street Lighting. There was a consensus of the Council to have Street Lighting be discussed at a Work Session.

Mayor Clark reviewed the status of the Work Plan for 2023-2024 noting the following accomplishments:

- Strategic Planning Process that was now on the short-term goals for completion
- A Community Diversity Engagement Committee was established with framework, definitions, and assigned projects, such as the revamped Neighborhood Traffic Management Plan.
- Volunteer committee training and onboarding: Councilor Kohler provided chair training, and there was an opportunity to use the Oregon City Manager Association's Civic Education Tool Kit that the City could adapt to its needs by providing a link on the City's website.
- Housing disparities and barriers to homeownership in Keizer: there would be more communication with the Salem Housing Authority on programs and options.

Mayor Clark explained that the Salem Housing Authority was not part of the City of Salem, as it was an independent agency established in 1969, and their service area was the Salem-Keizer UGB, which includes Keizer. The City of Keizer needs representation, so Mayor Clark met with Nicole Utz, Executive Director. Mayor Clark and Councilor Cross would be meeting with the Board to gain information on new homeownership programs and opportunities being administered by the Salem Housing Authority.

The following Work Sessions would take place:

- March 10 - Long Range Planning Task Force
- April 14 - meet with Neighborhood Associations
- May 12 - Budget Committee
- June 9 - meet with the CDEC
- July 14 - Sidewalks Repair
- August 11- Street Lights
- September 8 - Parks Tour
- October 13 - To be determined
- November 10 - Long Range Planning Task Force
- December 8 - no work session

Town Halls on UGB and Fluoride would be planned.

There was a suggestion to first have an open Town Hall and to have Town Halls on a Saturday.

ADJOURNMENT

Mayor Clark adjourned the meeting at 7:50 p.m.

MAYOR:

APPROVED:

Cathy Clark

Dawn Wilson, Deputy City Recorder

Minutes approved: _____

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



MINUTES
KEIZER CITY COUNCIL
Monday, March 3, 2025
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

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

ROLL CALL

Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Shaney Starr, Council President
Soraida Cross, Council Vice
President
Kyle Juran, Councilor
Daniel Kohler, Councilor
Marlene Parsons, Councilor
Lore Christopher, Councilor
Ma'Layah Latty-Farrar, Youth
Councilor

Staff:

Adam Brown, City Manager
Tim Wood, Assistant City Manager
Shane Witham, Planning Director
Joseph Lindsay, City Attorney
Bill Lawyer, Public Works Director
Andrew Copeland, Police Chief
Garrett Klever, Human Resources
Director
Melissa Bisset, City Recorder

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

a. Proclamation - National Disability Awareness Month and National Disability Employment Awareness Month

Ashley Erb, Director of Community Engagement at Shangri-La presented information on National Disability Awareness Month and the local work of Shangri-La. She presented the book Demystifying Disabilities by Emily Ladau to be kept at City Hall and shared with anyone wanting to read it.

Mayor Clark read the Proclamation recognizing March as National Disability Awareness Month and National Disability Employment Awareness Month. She presented the Proclamation to Ashley Erb.

COMMITTEE REPORTS

Michael DeBlasi, Traffic, Safety, Bikeways, Pedestrian Committee (TSBP) Chair, shared about their most recent meeting. There was a conversation about parking near Ben Miller Park and enforcement challenges. The TSBP had recommended changing residential speeds to 20 miles per hour. There would be more discussion in the future.

a. South East Keizer Neighborhood Association Annual Report

Mr. Don Davis, Secretary of the Southeast Keizer Neighborhood Association (SEKNA), provided the annual report for SEKNA.

Councilor Kohler expressed his pride in the SEKNA with the expansion of eight meeting attendees, and there was a brief conversation about their budget and expenses.

Mr. Davis advocated for the same sign that is in the park that says it's closed from dusk to dawn. Then that would hopefully make it enforceable for overnight parking. He would work with City staff.

Council President Starr moved City Council accept the report of the Southeast Keizer Neighborhood Association and extend recognition to the Southeast Keizer Neighborhood Association for an additional year. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

PUBLIC COMMENTS

Mayor Clark acknowledged the written public comments for the record.

Rhonda Rich, Keizer, President of West Keizer Neighborhood Association (WKNA), appreciated the City Council and their work. She provided comments about the Council's Work Session discussing short-term and long-term goals. She requested emergency operations information be communicated to the community. She asked if the artificial turf fields Phase II and Phase III should be added to the goals. She was happy to have the meetings begin at 6:00 p.m. but she missed the staff reports as the meetings seemed to get cut short. She reminded everyone about the upcoming State of the City hosted by the Neighborhood Associations.

Councilor Christopher loved the idea of getting more information about the Emergency Operations Plan and perhaps having an FAQ once the Emergency Operations Plan was complete.

PUBLIC HEARINGS

a. OLCC Application - New License - Retail On Premises Sales and Consumption for Margarita Factory

City Recorder Melissa Bisset summarized the staff report. There was a question about the location.

Council President Starr moved the City Council recommend approval of the application for a new license application for a Retail On-Premises Sales and Consumption Liquor License for Margarita Factory Keizer, under the guidelines established by ORS 471.175 and the Ordinances of the City of Keizer. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

ADMINISTRATIVE ACTION

a. RESOLUTION - Approving Renewal of the Cable Television Franchise Agreement With Comcast of Oregon I, Inc.

City Attorney Joseph Lindsay summarized the staff report. It was noted that the franchise rate would not go up.

Council President Starr moved to adopt Resolution R2025- Approving Renewal of the Cable Television Franchise Agreement with Comcast of Oregon I, Inc. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

b. ORDINANCE - Establishing a Franchise Agreement with Salem Electric for Placement of Utilities in the Public Rights-of-Way; Repeal of Ordinance No. 2012-668

City Attorney Joseph Lindsay summarized the staff report. Tony Schacher, General Manager for Salem Electric expressed his appreciation for working with City Attorney Lindsay. It was noted that there was new language about vegetation management and the rates were status quo.

Council President Starr moved to adopt an Ordinance No. 2025- Establishing a Franchise Agreement with Salem Electric for Placement of Utilities in the Public Rights-of-Way; Repeal of Ordinance No. 2012-668. Councilor Kohler seconded. Motion passed unanimously as follows upon first reading:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

c. Discussion - Community Diversity Engagement Committee Membership, Terms, Officers, and Meeting Requirements

City Attorney Joseph Lindsay summarized the staff report. He requested Council direct staff on what particular changes the Council would like to see in a resolution regarding the composition and processes of the Community Diversity Engagement Committee (CDEC) membership.

City Manager Brown reminded the Council that there was also a voting Youth Member appointed by the Mayor that was to be discussed further.

By consensus, the Council wished to have it changed to one non-voting liaison instead of two voting city council members.

A majority of the City Council wished to continue to appoint the CDEC members.

Council Vice President Cross moved to change the CDEC rules to match the Volunteer Coordinating Committee's and on the Resolution for a two-year term. Motion was seconded by Kohler.

Councilor Parsons shared that she would like to be able to appoint a person.

It was clarified that Councilors would have the ability to replace members. Mayor Clark expressed concern that it would change the tenor of the CDEC to be more closely aligned with the Councilors who appoint them and felt that this would not be helpful.

Discussion ensued regarding a two-year appointment aligning with the two-year biennium rather than a three-year-year with staggered terms.

City Attorney Lindsay asked for clarification on resetting all of the positions so that the terms commence at the same time.

Council Vice President Cross made a friendly amendment to restart the CDEC positions and to have all of them start together in the Resolution. Agreed to by Councilor Kohler. Motion passed as follows:

AYES: Cross, Kohler, Starr, Juran, Christopher, and Parsons (6)

NAYS: Clark (1)

ABSTENTIONS: None (0)

ABSENT: None (0)

Mayor Clark strongly recommended keeping the Youth Member as a voting member, and she suggested that the Youth Member be appointed by the Volunteer Coordinating Committee (VCC).

Councilor Cross wanted a non-voting member.

Council President Starr wanted the youth member to be a voting member.

Mayor Clark recommended the youth member be a two-year term as an experiment.

Councilor Christopher suggested that the one-year term could be a pilot program.

Councilor Juran expressed concern that it might preclude a senior student from applying and wanted them to be able to serve consecutive terms.

Councilor Cross was in favor of a one-year term.

There was consensus that the Youth Member would be appointed by the VCC.

Council President Starr moved for the Youth member to be a voting member. Seconded by Councilor Parsons. Motion failed as follows:
AYES: Clark, Starr, and Parsons (3)
NAYS: Christopher, Cross, Kohler, and Juran (4)
ABSTENTIONS: None (0)
ABSENT: None (0)

Councilor Parsons moved that the Youth Liaison be a two-year term. Seconded by Council President Starr. Motion failed as follows:
Roll Call vote:
AYES: Clark, Starr, and Parsons (3)
NAYS: Kohler, Cross, Christopher, and Juran (4)
ABSTENTIONS: None (0)
ABSENT: None (0)

By consensus of the Council, the Mayor's position would appoint a member, there would be seven members, and the youth member would be a non-voting youth liaison appointed by the VCC.

Councilor Christopher moved that the membership paragraph is consistent with the other membership paragraphs for the other committees and the purpose items 1,2, 3 are moved down into tasks. Councilor Kohler seconded. Motion passed as follows:
AYES: Clark, Kohler, Starr, Christopher, Cross, Juran, and Parsons (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

Mayor Clark noted for the record that she did not agree, but since the motion passed, she would go along with the consensus to carry out the will of the Council for consistency.

It was suggested to ask the CDEC to evaluate the resolution description and bring back their recommendation for revisions to the Council. Within the membership section of the CDEC resolution, the Council would like to remove the word task and have everything listed under purpose, knowing that the changes would be subject to an amendment. The resolution would come to the Council at their next meeting.

d. Discussion to be brought to the next Community Diversity Engagement Committee (CDEC) Meeting - Rename CDEC Committee

City Manager Adam Brown summarized the staff report.

Councilor Cross explained that she had been researching and working with Ray White, they were intentional on the language with a goal of creating a culture if belonging for everyone. She suggested potential names of Keizer Community Outreach Committee, Keizer Culture of Kidness Committee, Keizer Community Ambassadors, Keizer Outreach Alliance, Keizer Community Connection Committee, Keizer Neighbors Connection Committee. She suggested that the names be forwarded to the CDEC for them to select one of the names along with any other names that the Council has.

There was discussion about not being divisive and about being inclusive.

Discussion ensued regarding whether there should be a list of names for CDEC to choose from or if they should also be able to make a different recommendation for the name.

Councilor Cross commented that the word diversity wasn't in the list of possible names.

Councilor Cross preferred for the list of possible names to go to the CDEC for discussion and have their recommendation of a name come back at the next Council meeting.

Councilor Cross moved to take this name change and list to the next CDEC meeting and ask them make their recommendation at that meeting and then have it come back to the next City Council meeting.

It was clarified that the CDEC could have a conversation to bring back any name that they would like, including keeping the name they had and then bring it back to the next City Council meeting for discussion. It was noted that the Council was not limiting the language that the CDEC recommendations based on their best judgment and would bring back their recommendations to the Council.

Motion passed unanimously as follows:

AYES: Clark, Starr, Cross, Juran, Kohler, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

e. Consider Proclamation Request for Vietnamese-American Remembrance Day (April 30th)

City Recorder Melissa Bisset summarized the staff report.

City Attorney Joseph Lindsay noted options for the way proclamations were delivered were discussed. The rules don't state that the Council has to have proclamations read at a meeting in order to allow for the proclamation and that proclamations could be sent by US Mail, hand-delivered, etc.

Discussion ensued about having one Proclamation per meeting, setting time aside to attend the various observances at other locations, and sending the proclamations to the requesters. By consensus, this item was tabled to March 17th to allow time for the proposed Proclamation to be made available for the Council.

f. Consider Proclamation Request Global Love Day (May 1, 2025)

City Recorder Melissa Bisset summarized the staff report.

There was a suggestion to let the requester know that the City would be unable to accommodate them this year. There was discussion that the Council Rules of Procedure stated that additional proclamations were to come to the City Council to decide if they would read them at a meeting.

It was noted that proclamations could be mailed or presented, but the Council should be in agreement on moving forward with the content of Proclamations.

Mayor Clark referenced Resolution R2003-1391, which states that proclamations could be declined.

Councilor Juran asked about putting this back into the Council Rules of Procedure and suggested that the Council give staff the leeway to not bring the proclamations to Council if they don't meet certain criteria--and if the criteria was met to let the Mayor decide if the Proclamations would be sent out because bringing several Proclamations each month to the Council just to say no on was not the way to go.

There was a consensus not to put a motion on the table for this item, and the Council decided not to issue the Proclamation for Global Love Day.

g. Consider Proclamation Request for Month of the Military Child (April 2025)

City Recorder Melissa Bisset summarized the staff report.

No action was taken by the City Council to advance the Month of the Military Child Proclamation.

h. RESOLUTION - Recognizing National Observances and Commemorative/Heritage Months; Repeal of Resolutions R2021-3215, R2022-3324, and R2022-3343

Assistant City Manager Tim Wood summarized the staff report.

Mayor Clark asked that the Youth Councilor Proclamation be removed from the annual list but to ask the Council.

There was a suggestion to remove the Volunteer Month Proclamation and include the Vietnamese-American Remembrance Day Proclamation.

It was noted that Small Business Saturday was on the Resolution list. There was a suggestion to list all the proclamations.

There was a request that there be an adopted list so that it did not need to be revisited.

There was a suggestion to have a list and a calendar that the Council sets.

City Attorney Joseph Lindsay offered to change the Resolution to list which proclamations that would be read at Council meetings and have a separate section listing the proclamations that would be taken to organizations. It was requested to let the Council decide annually as to which proclamations would go to Council or other organizations and instead list the proclamations that the Council agreed upon. It was also requested to have a list of approved proclamations, the months don't need to be included, and to let the City Council decide how they would be delivered.

Councilor Christopher moved to ask staff to bring back two lists, one list that the Council has already approved with the months listed as to when they would be read at the City Council meeting and the second list would be others that have been approved but will not be read at a City Council meeting. Council President Star seconded. Motion passed as follows:

AYES: Starr, Juran, Cross, and Christopher (4)

NAYS: Parsons, Kohler, Clark (3)

ABSTENTIONS: None (0)

ABSENT: None (0)

Mayor Clark requested that the Youth Councilor Proclamation be removed because the Council would do the recognition without a proclamation.

Councilor Christopher moved that Indigenous People's Day as an approved recognition to be sent out but not at City Council meeting. Motion died for lack of a second.

There was a suggestion to take on items j and l and then come back to items i or k. There was no objection. There was a consensus to table item i to March 17th.

i. Discussion Item - Council Rules and Procedure

This item was tabled to the March 17, 2025 City Council meeting. Mayor Clark asked that Section 14 be reworked so that it is in compliance with Public Meetings Law.

j. RESOLUTION - Authorizing City Manager to Enter into Personal Services Agreement With CivicPlus for Website Software and Services

Assistant City Manager Tim Wood summarized the staff report.

It was noted that the implementation was budgeted, and it would not exceed the agreed upon amount. There was discussion about the pricing.

There were questions about where the funds would be coming from and if local vendors were contacted.

Mr. Brown noted that government websites were a niche market. He explained the incredible deal that the Deputy City Recorder had negotiated. He added that it integrates with the agenda management system and the code.

Council President Starr moved to adopt Resolution R2025- Authorizing City Manager to Enter into Personal Services Agreement With CivicPlus for Website Software and Services. Councilor Kohler seconded. Motion passed as follows:

AYES: Clark, Kohler, Starr, Juran, Christopher, and Parsons (6)

NAYS: Cross (1)

ABSTENTIONS: None (0)

ABSENT: None (0)

k. RESOLUTION - Adopting City of Keizer Personnel Policies; Repealing Resolutions R2010-2040, R2015-2599, R2022-3276, and R2022-3297

Human Resources Manager Garrett Klever summarized the staff report.

Council President Starr moved to adopt Resolution R2025- Adopting City of Keizer Personnel Policies; Repealing Resolutions R2010-2040, R2015-2599, R2022-3276, and R2022-3297. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

- I. **RESOLUTION** - Amending the Audit Committee - Amendment Resolution No. R93-627; Repeal of Resolution R2023-3418
RESOLUTION - Amending the Keizer Emergency Planning Committee; Amending Resolution R2023-3406
RESOLUTION - Amending the Keizer Parks and Recreation Advisory Board; Amending Resolution R2013-2318; Repeal of Resolution R2014-2503
RESOLUTION - Amending the Traffic Safety/Bikeways/Pedestrian Committee; Amending Resolution R2012-2256; Repealing Resolution R2024-3503
RESOLUTION - Amending the Volunteer Coordinating Committee; Amending Resolution R2013-2328; Repealing Resolution R2023-3422

City Attorney Joseph Lindsay summarized the staff report.

Council President Starr moved to adopt all resolutions presented in the packet that amend the Volunteer Coordinating Committee, the Traffic Safety/Bikeways/Pedestrian Committee, the Keizer Parks and Recreation Advisory Board, the Keizer Emergency Planning Committee, and the Audit Committee, and repealing all prior, related resolutions mentioned therein. Councilor Kohler seconded. Motion passed as follows:

AYES: Cross, Kohler, Starr, Juran, Christopher, and Parsons (6)

NAYS: Clark (1)

ABSTENTIONS: None (0)

ABSENT: None (0)

CONSENT CALENDAR

Councilor President Starr moved that the Keizer City Council approve the Consent Calendar. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Starr, Cross, Kohler, Juran, Christopher, and Parsons (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

- a. **RESOLUTION** - Authorizing the City Manager to Sign Intergovernmental Agreement for Use of Property for Placement of Drive-up Ballot Box at City Hall

OTHER BUSINESS

There was no other business from staff.

Councilor Christopher asked if there was a decision made on the type of play structure at Bob Newton Park. The Public Works Director Bill Lawyer commented that he would send the Council the play structure options. It was noted that Mr. Lawyer shared the options at the Neighborhood Association.

STAFF UPDATES

Assistant City Manager Wood reported on the annual sewer reset period.

Chief Copeland reported that he submitted requests with Safeway to fix the sign. Regarding speeding in certain areas, Chief Copeland reminded everyone that there was still only one traffic

officer to enforce speed limits. He provided an update on the License Plate Readers that were working great and shared a story about how it recently solved a crime with different policing.

Public Works Director Lawyer reported on the manhole replacement project.

Planning Director Witham provided an update on the Neighborhood Traffic Safety Plan.

City Attorney Joseph Lindsay reported that Keizer Police Associations Sergeants negotiations were ongoing and reminded the Council to be neutral.

COUNCIL MEMBER REPORTS

Youth Councilor Latty-Farrar provided an update on the activities at McNary High School.

AGENDA INPUT

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

Monday, March 17, 2025 - 6:00 p.m. - City Council Regular Session

Monday, March 24, 2025 - 6:00 p.m. - City Council Work Session

ADJOURNMENT

Mayor Clark adjourned the meeting at 9:00 p.m.

MAYOR:

APPROVED:

Cathy Clark

Dawn Wilson, Deputy City Recorder

Minutes approved: _____

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



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Joseph Lindsay, City Attorney
Subject: Ziplly Fiber Letter of Consent

Proposed Motion

I move to authorize the City Manager to sign the Ziplly Fiber letter of consent regarding the transfer of their franchise agreement to BCE Holding.

I. Summary

Ziplly Fiber would like the City to consent to the transfer of control of its company to BCE Holding, transferring over the rights and responsibilities of the current franchise agreement, but leaving the terms and conditions the same.

II. Background

- A. Ziplly Fiber has enjoyed a ten (10) year non-exclusive franchise agreement to offer telecommunications services in the City of Keizer since April 2024. Ziplly has recently reached out to the City to announce that their company's control is to be transferred to BCE Holding, a wholly-owned United States subsidiary of Bell Canada, Canada's largest telephone and telecommunications company. This will occur upon an upcoming merger of companies. Because of this transfer of control, Ziplly is asking that the City consent to this action pursuant to Section 16 of the franchise agreement.

III. Current Situation

- A. Under the current franchise agreement, Section 16 reads as follows: Section 16.
Assignments or Transfers of System or Franchise
Ownership or control of a majority interest in a telecommunications system or franchise may not, directly or indirectly, be transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of the grantee, by operation of law or otherwise, without the prior consent of the city, which consent shall not be unreasonably withheld or delayed, and then only on reasonable conditions as may be prescribed in the consent.
 - 1. Grantee and the proposed assignee or transferee of the franchise or system shall agree, in writing, to assume and abide by all of the provisions of the franchise.
 - 2. No transfer shall be approved unless the assignee or transferee has the

legal, technical, financial and other requisite qualifications to own, hold and operate the telecommunications system pursuant to this code.

3. Unless otherwise provided in a franchise agreement, the grantee shall reimburse the city for all direct and indirect fees, costs and expenses reasonably incurred by the city in considering a request to transfer or assign a telecommunications franchise.

4. Any transfer or assignment of a telecommunications franchise, system or integral part of a system without prior approval of the city under this code or pursuant to a franchise agreement shall be void and is cause for revocation of the franchise.

B. Within the telecom industry, transfers of control are usual. Because of this, franchise agreements account for transfers of control. Under Section 16 of our agreement with Ziplly Fiber, the City of Keizer shall not unreasonably withhold or delay consent to transfers of control. Because of BCE Holdings affiliation with Canada's largest telecommunications company, the ability of BCE Holdings to meet the financial and other requisite requirements of the franchise agreement is not in question.

IV. Analysis

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

B. **Financial** - This transfer of control keeps the same terms and conditions of the franchise agreement, so there should not be any financial impact.

C. **Timing** - Section 16 of the franchise agreement states that the City shall not unreasonably withhold or delay this consent.

D. **Policy/Legal** - This is a typical occurrence in the telecommunications industry, and our franchise agreement has terms regarding it--terms that the City of Keizer agreed to follow.

V. Alternatives

A. Make a motion to authorize the City Manager to sign the letter of consent as presented.

B. Table the issue and request more information from BCE Holdings about their ability to perform under the franchise agreement.

VI. Recommendation

Staff recommends authorizing the City Manager to sign the letter of consent as presented.

Attachments

1. Ziplly Consent Letter - LFA - Keizer OR - 2024.12.12

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VIA OVERNIGHT MAIL

December 12, 2024

City of Keizer
Administration Department
930 Chemawa Road NE
Keizer, OR 97307

Re: Franchise Agreement, by and between Ziplly Fiber Pacific, LLC ("Ziplly Fiber") and the City of Keizer ("Grantor"), commencing on April 2, 2024 (the "Franchise Agreement")

Dear City Manager:

I am writing to inform you that Northwest Fiber Holdco, LLC ("Northwest Fiber"), the parent company of Ziplly Fiber, has entered into a Merger Agreement ("Merger Agreement") with BCE Holding Corporation ("BCE Holding") under which the control of Ziplly Fiber will be transferred to BCE Holding. Pursuant to Section 16 of the Franchise Agreement, Ziplly Fiber is seeking Grantor's consent to the transfer of the Franchise Agreement which will result after the merger is complete.

BCE Holding is a wholly-owned United States subsidiary of Bell Canada, a Canadian corporation and Canada's largest telephone and telecommunications company. Bell Canada is, in turn, a wholly-owned subsidiary of BCE Inc., a publicly traded Canadian corporation headquartered in Montreal. Under the Merger Agreement, BCE Holding will become the owner of all equity and voting interests in Northwest Fiber and will, by virtue of this transaction, acquire ultimate ownership and control of Northwest Fiber and Ziplly Fiber. The transaction is currently being reviewed by federal and Washington state regulatory authorities.

This transaction will seamlessly maintain the services that Ziplly Fiber provides to its customers. BCE Holding has no plans to change Ziplly Fiber's operating systems, management or business plans. As a result, Ziplly Fiber will have all of the advantages provided by Bell Canada's expertise, experience and resources, while maintaining its strong local focus to deliver services to residences and businesses in the areas it serves. Upon closing of the transaction, Ziplly Fiber will remain responsible for all obligations under the Franchise Agreement and will not experience any disruption in service. All Ziplly Fiber contact information will remain unchanged.

Please sign this letter where indicated below to acknowledge your consent to the transfer of the Franchise Agreement by operation of the transactions described in the Merger Agreement and return it to me. We will provide you with prompt notice of the closing of the transaction once it occurs. We appreciate your prompt consideration of this request which will help insure the seamless transition of services.

Respectfully submitted,



Jessica Epley
Vice President, Regulatory and External Affairs
ZiPLY Fiber

The undersigned, as of the date set forth below, hereby consents to the transfer of the Franchise Agreement as described in this letter.

City of Keizer

By: _____

Name: _____

Title: _____

Date: _____