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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, July 21, 2025

6:00 PM

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **FLAG SALUTE**
4. **SPECIAL ORDERS OF BUSINESS**
 - a. Swearing in of Officer Kathlyne Wallace
5. **COMMITTEE REPORTS**
6. **PUBLIC COMMENTS**

This time is provided for citizens to address the Council on any matters other than those on the agenda scheduled for public hearing.
7. **CONSENT CALENDAR**
 - a. **RESOLUTION** - Authorizing the City Manager to Enter Into Street Sweeping Contract
 - b. Approval of July 7, 2025 Regular Session Minutes
8. **PUBLIC HEARING**
 - a. **ORDINANCE** - Declaring a Lien Against Property Located at 981 Cater Court North, Keizer, Oregon and Directing the City Recorder to Enter Such Lien in the Minor Lien Docket Pursuant to Keizer Code; Declaring an Emergency
9. **ADMINISTRATIVE ACTION**
 - a. **ORDINANCE** - Relating to Park Regulations; Amending Keizer Code Sections 28-23 and 28-43
 - b. **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

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, August 4, 2025 - 6:00 p.m.
City Council Regular Session

Monday, August 11, 2025
City Council Work Session - CANCELED

Monday, August 18, 2025 - 6:00 p.m.
City Council Regular Session

Tuesday, September 2, 2025 - 6:00 p.m.
City Council Regular Session

Monday, September 8, 2025 - 6:00 p.m.
Joint Work Session - Parks Tour with the Parks and Recreation Advisory Board

14. ADJOURNMENT

City of Keizer Mission Statement

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

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



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Bill Lawyer, Public Works Director
Subject: Street Sweeping Services

Proposed Motion

I move the City Council adopt Resolution R2025-____ Authorizing the City Manager to Enter Into Street Sweeping Contract.

I. Summary

The current contract for street sweeping services expires on July 31, 2025 and has no extensions available. Street sweeping is a requirement of the City's NPDES Phase 2 permit and the WPCF permit allowing discharge of stormwater to local waterways and into the ground. The informal bidding process was used to obtain quotes to perform these services for one year.

II. Background

- A. The current contract ends on July 31, 2025 and has no extensions available.
- B. Street sweeping is a requirement of both stormwater permits and is an effective tool in reducing pollutants entering the waterways.
- C. An informal bidding process was used to obtain quotes from 3 contractors that provide street sweeping services.
- D. The quotes received were \$122.00 per curb mile, \$93.20 per curb mile and \$26.00 per curb mile. Our current rate is \$39.09 per curb mile.

III. Current Situation

- A. The current contract for street sweeping services expires July 31, 2025 and has no extensions available.
- B. Street sweeping services are needed and are a requirement of our NPDES and WPCF stormwater permits.
- C. A one-year contract length was chosen to allow time to re-evaluate the options for

providing street sweeping services in the future.

IV. **Analysis**

- A. **Strategic Impact** - N/A
- B. **Financial** - The costs for these services are included in the City Council adopted FY 25/26 Stormwater Fund budget. The annual cost of this contract is approximately \$76,000.00.
- C. **Timing** - Approval of this contract at this time will ensure there is not a break in street sweeping services.
- D. **Policy/Legal** - City Council approval is necessary because of the total value of the contract per Keizer Code Article V, Section 2-155 (a).

V. **Alternatives**

- A. Adopt the attached Resolution.
- B. Do nothing which will result in street sweeping services not being provided.

VI. **Recommendation**

Staff recommends the City Council adopt the attached Resolution authorizing the City manager to enter into a contract with River City Environmental Inc. for street sweeping services.

Attachments

- 1. RES_CC_Authorizing City Manager to Enter into Street Sweeping Contract_7 21 2025
- 2. EXH_CC_Street Sweeping Contract_7 21 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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CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

AUTHORIZING THE CITY MANAGER TO ENTER INTO
STREET SWEEPING CONTRACT

WHEREAS, the current street sweeping contract expires July 31, 2025 and does
not have any extensions available;

WHEREAS, the City of Keizer has performed an informal bidding process to
obtain three quotes for the street sweeping contract services;

WHEREAS, three bids were received;

WHEREAS, staff is recommending that the Council authorizing signing the
contract with the low bidder, River City Environmental, Inc.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City
Manager is authorized to enter into the Street Sweeping Contract with River City
Environmental, Inc., as set forth in Exhibit “A”, attached and by this reference
incorporated herein.

STREET SWEEPING CONTRACT

PARTIES:

CITY OF KEIZER, an Oregon
municipal corporation (hereinafter "City")

RIVER CITY ENVIRONMENTAL, INC. (hereinafter "Contractor")

Based on the mutual promises and consideration expressed herein, the parties agree as follows:

A. DEFINITIONS AND GENERAL INFORMATION

1. The City of Keizer, hereinafter referred to as the "City", desires to contract a professional street cleaning service for the period beginning August 1, 2025 and ending July 31, 2026.
2. The City has approximately 112 miles of roadway to be swept, equaling approximately 205 curb miles and 35 miles of non-curbed bike paths and center turn lanes, in accordance with the attached map. Leaf pick up is an integral part of this Contract, and the cost thereof is to be included in the contract price.
3. The term "debris" shall mean all materials normally picked up by a mechanical sweeper, such as sand, salt, glass, paper, cans and other materials. "Debris" also includes large items such as large stones, tree limbs, wood, cable, and other such materials in the areas to be swept.
4. The term street shall mean the paved area between the normal curb line of a roadway whether or not an actual curb line exists on it. It shall not include any ways that would cause damage to the equipment used. It does include bikeways adjacent to the roadway.

B. SCOPE OF WORK

1. The Contractor will clean all the streets designated by the City on the attached map. The Contractor will divide the City into scheduled sweeping areas on a map and provide days of the week in

which the sweeping area will be completed. Additional streets to be cleaned may be added by the City from time to time.

2. The Contractor will sweep each designated street twelve (12) times per year at the times designated by the City. However, River Road, Chemawa Road, Cherry Avenue, Keizer Station Blvd, Wheatland Road, Dearborn NE, and Lockhaven Drive will be swept twenty-four (24) times per year at the times designated by the City.

3. Sweeping will not be done after 6:00 p.m. or before 8:00 a.m. in residential areas. Any request for change in these hours shall be submitted in writing for written approval by the City Public Works Director prior to change. Contractor may be called in and must be available at unscheduled times for street clean-up. Sweeping will avoid garbage pick-up days along designated streets by working with City's haulers, Loren's Sanitation & Recycling and Valley Recycling & Disposal.

4. The Contractor will supply and maintain all equipment necessary to accomplish these sweepings. Water for sweeping will be supplied by the City at a designated location.

5. The Contractor will dump at a certified landfill site approved by the City; however the City shall not provide or maintain such sites. All materials collected and dumped need to be reported to the City in cubic yards quarterly, with the year end report due June 30.

6. The City shall pay Contractor \$26.00 per swept mile including disposal and \$120.00 per hour including the cost of disposal for special sweepings, payable on a monthly basis. The Contractor may request an increase in the per swept mile charge and special sweeping charge at the time of renewal. Granting of such request is voluntary and solely within City's discretion.

7. The Contractor may be required to sweep additional areas other than as set forth on the attached map. Such additional areas shall be charged at \$26.00 per curb mile for one curb mile or greater, or at an hourly rate of \$120.00 for additional street cleaning of less than curb mile.

8. All streets shall be swept with the normal flow of traffic.

C. EQUIPMENT SPECIFICATIONS

1. The Contractor must have proof of ownership, or a signed lease for at least the duration of the Contract, of a regenerative air sweeper suitable for meeting the requirements of this Contract. The Contractor should include evidence of available equipment to handle leaf pick up.
2. Machines must be equipped with an effective water spray system for dust control, and this spray system must be maintained in good operating condition. Contractor must use the water spray system while sweeping so that no visible dust can be seen by others.
3. Machines must be properly registered and insured in accordance with motor vehicle laws of Oregon.
4. Machines must be in good working condition and kept that way throughout the life of the Contract.
5. Equipment must be capable of removing litter, leaves, and debris sufficiently to meet City cleanliness standards.
6. Equipment must conform to all federal, state, and local safety regulations.
7. Vehicles must be equipped with dual gutter brooms capable of sweeping at minimum a nine foot path. Vehicles must be of the air regenerative sweeping type and have final emissions meeting all applicable state and federal environmental regulations.

D. ENVIRONMENTAL SPECIFICATIONS

1. The Contractor shall supply upon request to City regular maintenance records for all equipment.
2. Equipment must be operated in a manner that reduces discharge of water to the stormwater system by using minimal water, and for dust suppression only.
3. The Contractor must report equipment failure involving fluid leaks or other spills on public streets to the City within one hour of the identified incident. Report spills or witness of spills to the

City's Environmental & Technical Division staff at 503-856-3447 or <https://www.keizer.org/reportpollution>.

4. All equipment must carry City approved spill abatement materials such as oil absorbent pads.
5. All spills or incidents must be handled in compliance with Contractor's incident/spill response plan.

E. WORKMANSHIP

The Contractor shall, at all times, endeavor to use good sweeping practices and will be responsible to make adjustments to the equipment as directed by the inspector. Good sweeping practices include, but are not limited to:

1. Position gutter brooms at the proper angle to the gutter line and touching the curb.
2. Set main broom in level position to assure adequate debris pick up.
3. Replace gutter broom if excessively worn or if sections of the broom are gone.
4. Adjust spray nozzles to keep dust caused by sweeping to a standard that dust is not visible while sweeping.
5. Center guides and main broom guides shall be properly maintained and adjusted.
6. Sweep entire radius on all designated routes, unless it is impossible or impractical to do so due to the size or configuration of the street.
7. No collected debris shall be left on the street right of way at any time, except during heavy leaf times, and this shall be limited to collection sites specified by the City.
8. Specified collection sites shall be cleaned thoroughly by the end of the sweeping day.

9. Operate sweeper as close to parked cars and other obstacles as safety allows.
10. Use common sense and good judgment at all times.
11. Operate sweeper at a minimum rate of speed to assure maximum debris pick up is attained on each street swept.

F. TECHNICAL REQUIREMENTS

1. The Contractor shall furnish to the City a written schedule for sweeping services on all streets within the City to be swept. Such schedule shall be approved by the Public Works Director or designee. Contractor shall substantially comply with the approved schedule.
2. The Contractor is reminded that he or she is an integral part of a continuing City service to which the citizens are accustomed. Therefore, the Contractors will be expected to cooperate with the City and its citizens in carrying out the basic task of removing debris from the City streets.
3. The Contractor shall exercise all reasonable care and diligence in street sweeping. The Contractor shall take all actions necessary to prevent any spilling, scattering, or dropping of refuse through the sweeping activities. If any debris or refuse is spilled, the Contractor shall immediately clean up such spills.
4. The City shall verbally contact the Contractor to forward any complaints which relate to the Contractor's operations. Upon the receipt of a complaint, the Contractor shall investigate and resolve the complaint with the complainant if possible. The Contractors will then notify the inspector of the action taken on the next scheduled work day.

Should the Contractor not render this service within forty-eight (48) hours, excluding weekends, after a complaint is reported to the Contractor or an authorized representative, the contract administrator may make whatever arrangements are necessary, in the contract administrator's opinion, to satisfy the valid complaint. For any costs incurred by the City for these arrangements, the Contractor shall be made liable and reimburse the City immediately

upon demand. Contractor agrees that City may deduct any unpaid cost incurred by the City from future payments due to Contractor from City.

5. The Contractor may, during periods of heavy leaf fall, establish temporary disposal sites within the working area. The location(s) must be submitted in writing for approval of the contract administrator prior to any dumping at these temporary sites. As a prerequisite for use of these sites, the Contractor shall agree to clean and remove all debris from these sites before the end of each working day.

6. The Contractor shall notify the City twenty-four (24) hours prior to sweeping any area, of the streets to be swept and the approximate time of the sweeping in order to allow the City the opportunity to immediately inspect the suitability of the job. If the job is found to be not acceptable, the City, at its option, may require the Contractor to reclean the job area at the Contractor's expense.

G. CITY'S OBLIGATIONS

1. The City will designate a location within the City for filling water spray systems.

2. The City will not provide or maintain disposal sites for dumping debris picked up by the Contractor.

3. The City may provide safety efficiency checks.

H. CONTRACTOR'S OBLIGATIONS

1. The Contractor must be able to meet all requirements of this project.

2. The Contractor must comply with the provisions of state and federal requirements, including but not limited to ADA, Civil Rights Act, OSHA, and EEO requirements.

3. The Contractor will provide fuel and maintenance for all vehicles and for equipment. The Contractor may request annually fuel cost surcharges which may be granted by the City in its sole discretion.

4. The Contractor must have a supervisor or foreman available at all times to direct operations. This supervisor or foreman will report to the City or its designee any problems that occur.
5. The Contractor shall meet the agreed upon dates for sweeping as closely as possible.
6. The Contractor agrees not to sublet or assign this Contract in whole or in part without the prior written authorization of the City.
7. The Contractor is responsible for disposing of debris. The Contractor must obtain the City's approval of the Contractor's plan for disposal of debris prior to beginning work under this Contract. The Contractor may request annually dumping fee cost charges which may be granted by the City in its sole discretion.

I. BREACH OF CONTRACT

If the Contractor cancels this Contract or materially breaches this Contract before substantially performing under the terms of this Contract, then the parties agree that the Contractor shall pay to Keizer as damages for its cancellation or breach of this Contract the sum of \$5,000.00 which the parties have negotiated recognizing the difficulty of accurately estimating the harm to Keizer caused by the Contractor's prospective breach and which sum the parties have negotiated and determined to be reasonable compensation to the City for that harm.

J. ENFORCEMENT PROVISIONS

In the event that the City is required to employ an attorney to enforce the provisions of this Contract, the Contractor agrees to pay the City's reasonable costs of enforcement, including attorney fees, and if the City is required to maintain any suit, action or proceeding upon this Contract or if any appeal is taken therefore, the prevailing party shall be entitled to recovery, in addition to such other sum of money or performance due hereunder, such sums as the Court may adjudge reasonable as attorney fees in said suit, actions, proceeding or appeal plus the costs and disbursement awarded therein.

K. PAYMENT SCHEDULE

Contractor will submit an invoice monthly to the City indicating miles swept, time spent on special sweeping and the charges for that service and the special disposal cost, if any. The City shall pay the Contractor within thirty (30) days of accepting the work and receipt of invoice.

L. LIABILITY INSURANCE REQUIREMENTS

Contractor shall procure and maintain at its own expense, during the life of this Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of City for adequacy of protection and shall include a provision preventing cancellation without ten (10) day's prior notice to City in writing. Contractor must provide the City with a certificate of insurance evidencing the insurance within five (5) days from Contractor's execution of this Contract, as well as the additional insured endorsement. The certificate of insurance must include the following language: "The City of Keizer, its officers, agents, contractors, and employees are named as additional insured." The liability insurance required is as follows:

1. Contractor's General Public Liability and Property Damage Insurance issued to Contractor and protecting him from all claims for personal injury including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by Contractor or by a subcontractor under him.

All such insurance shall be written with a limit of liability of not less than \$2,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; a limit of liability of not less than \$4,000,000 for any such damages sustained by two or more persons in any one accident; a limit of liability of not less than \$2,000,000 for all damages arising out of injury or destruction of property, damages arising out of injury or destruction of property, (including property of the City) in any one accident; and a limit of liability of not less than \$4,000,000 for all damage arising out of injury to or destruction of property, including property of City, during the policy period.

2. Automobile Liability Insurance with a limit of liability of not less than \$2,000,000 issued to Contractor and protecting him from all claims arising out of or in connection with any operations under this Contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by Contractor or by a subcontractor under him.

M. WORKERS COMPENSATION INSURANCE

Contractor shall procure and maintain, at his own expense, during the life of this Contract, in accordance with the provision of the laws of the state of Oregon, Workman's Compensation Insurance for all of his employees at the site of the project and in case any work is sublet, Contractor shall require such subcontractor similarly to provide Workman's Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by Contractor. Certificates evidencing the issuance of such insurance shall be filed with City within ten (10) days after execution of this Contract.

N. NOTICES

Any written notices permitted or required by this Contract shall be deemed given when personally delivered, or three days after deposit in the United States mail, postage fully prepaid, addressed to the parties as set forth below or such other address as either party may provide to the other by notice given in accordance with this provision.

CITY:

Bill Lawyer
Public Works Director
City of Keizer
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307

CONTRACTOR:

Trevor Miles
Project Manager
River City Environmental, Inc.
PO Box 30087
Portland, OR 97294

O. WAIVER

It is expressly understood and agreed that any waiver granted by City of any term, provision or covenant of this Contract shall not constitute a precedent nor breach of the same of any other terms, provisions, or covenants of this Contract. Neither the acceptance of the work by City nor the payment of all or any part of the sum due Contractor hereunder shall

constitute a waiver, by City, of any claim which City may have against Contractor under this Contract.

P. INDEMNITY

Contractor shall defend and indemnify City, City's agents and employees from and against all losses and all claims, demands, payments, suit actions, recoveries, and judgment of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, his agents, or employees, in the execution of the work or in guarding the same.

Q. SUBCONTRACTS

Contractor shall have full responsibility under this Contract for any subcontracts which Contractor may let. Work not performed by Contractor with its own forces shall be performed by subcontractors. Contractor agrees to bind each subcontractor and material supplier (and require every subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Contract and the Contract Documents as they apply to the subcontractor's and material supplier's portions of the work.

R. INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of City. Contractor is not entitled to, and expressly waives all claim to City benefits including, but not limited to health, life, and disability insurance, overtime pay, paid leave, PERS and any other retirement.

S. CONTRACT TERMINATION

1. City may terminate this agreement without cause with thirty (30) days prior written notice. In such case, the City shall be liable only for the services rendered through date of termination at the contract rate.
2. City may terminate this agreement with cause with fourteen (14) days prior written notice. In such case, the City shall be liable only for the services rendered through date of termination at the contract rate.

3. The City reserves the right to rebid or obtain competitive proposals or quotes on any renewal or extension of this Contract or any additional sweeping requested under this Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures below:

CITY OF KEIZER:

RIVER CITY ENVIRONMENTAL:

Dated: _____

Dated: _____

By: _____
Adam J. Brown,
City Manager

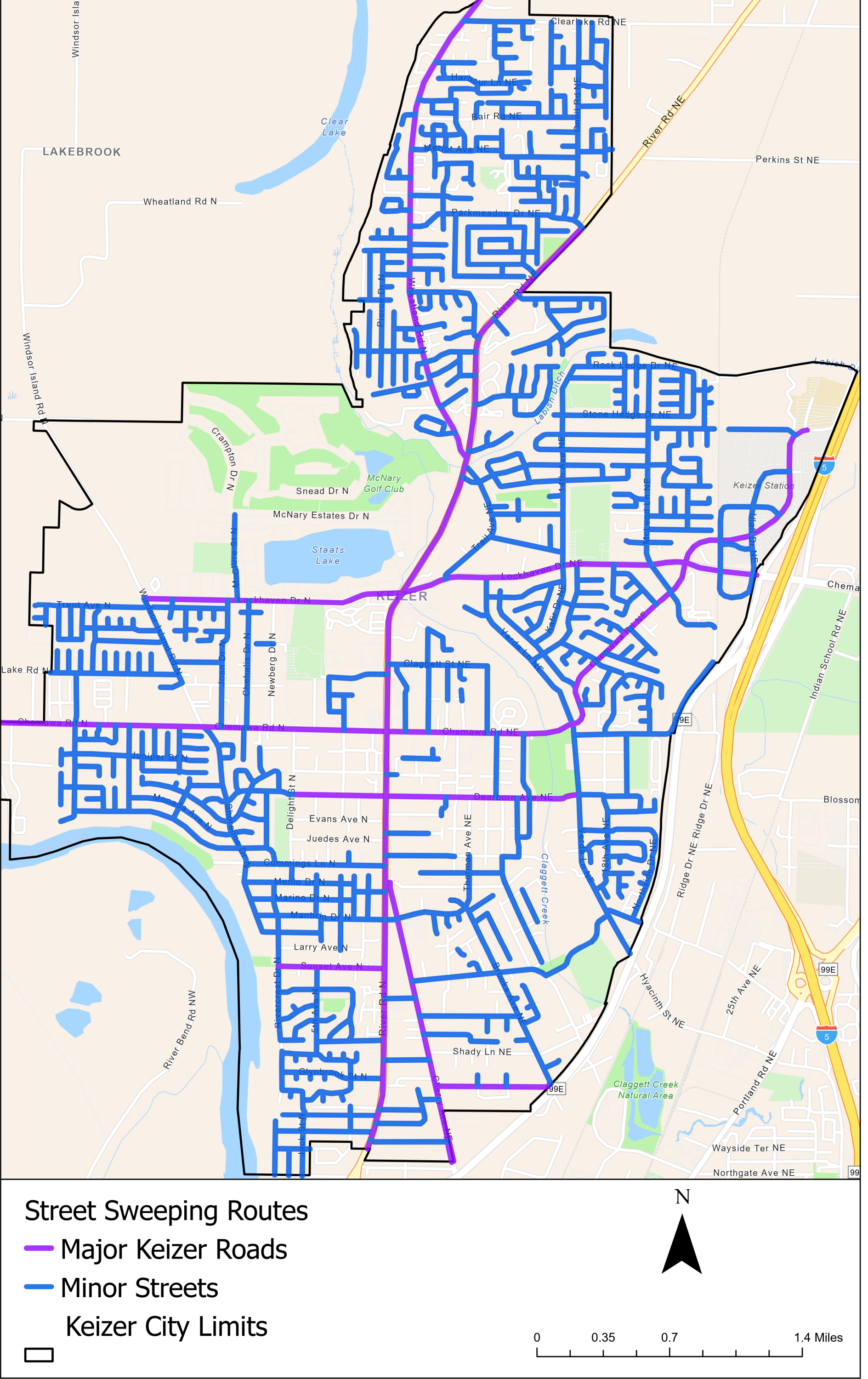
By: _____
Randy Legler

Approved As To Form:

Dated: _____

City Attorney

Street Sweeping Routes





MINUTES KEIZER CITY COUNCIL

**Monday, July 7, 2025
Robert L. Simon Council Chambers
930 Chemawa Road NE
Keizer, Oregon**

CALL TO ORDER

Mayor Clark called the meeting to order at 6:00 p.m.

- a. Discussion regarding deeming it important that Councilor Juran appear electronically and be considered "in attendance" (Council Rules of Procedure Section 3.10 - Attendance Duty)**

This item was not discussed as Councilor Juran wasn't able to attend electronically so that request was withdrawn.

ROLL CALL

Roll call was taken as follows:

Present:

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

Absent:

Kyle Juran, 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

Greyson Dusenbery and Carson Colello, West Salem Lacrosse Team, testified in support of allocating \$750,000 for the next phase of the turf fields at Keizer Rapids Park. On behalf of the City of Keizer and City Council colleagues, Council President Starr thanked them for their time, enthusiasm and willingness to help and for testifying in support of the \$750,000 for the youth. They each commented on their experience.

Congratulations and gratitude were expressed.

COMMITTEE REPORTS

Lindsey King, member of the Planning Commission, summarized the June Planning Commission meeting about the walkable design standards code language.

a. **Volunteer Coordinating Committee Recommendation for Appointments - Budget Committee and Emergency Planning Committee**

City Recorder Melissa Bisset summarized the staff report.

Mayor Clark asked that interviews happen prior to the vote for any position, and then vote on one position and then the other position, and she requested that the process be reviewed.

Council President Starr moved the City Council accept the recommendation of the Volunteer Coordinating Committee and appoint Melissa Martin to Position #2 of the Budget Committee and Joseph (Joe) Grant to Position #1 of the Budget Committee and Rhonda Rich to the Emergency Planning Committee. Councilor Kohler seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Juran (1)

PUBLIC COMMENTS

Tammy Kunz, Keizer, commented on National Night Out and Fun Friday Event.

Gwen Carr, Keizer, commented on the kindness and support of the Keizer Fire Department.

Randy Stoltz, Keizer, commented on feeling heard and thanked the Council, was surprised about Raising Canes, was concerned about the neighborhood and what was going on. He went to forty homes in the neighborhood. He reported that 36 were not in favor due to high traffic and did not feel that another chicken restaurant would help the area. He hoped to get to talk to more neighbors. They liked the idea of a coffee shop or an ice cream shop. He felt the roads would not facilitate a drive-thru chicken restaurant.

Jeffrey Fleming, Keizer, commented on concerned development in the McLeod and Lockhaven area and that the railroad tracks helped divide the residents from folks coming off of I5. He mentioned the school, church and number of pedestrians and expressed concern with an increase in traffic. He suggested an Oregon based company, such as a pizza shop or a local coffee company to promote community gathering and something that complements the area and the safety of people. He shared that he was opposed to Raising Canes as he felt it would increase the traffic.

Nadine Stoltz, Keizer, lived on Dennis Ray for 33 years, expressed concern. She thought that a drive-thru restaurant would not be allowed in the area. She had spoken with her neighbors, and they were not interested in a drive-thru restaurant. There was concern about the aroma of chicken wafting through the area.

Carolyn Johnson, Keizer, shared the struggles they have experienced as a Keizer Youth Recreation League to use Keizer Little League (KLL) Park for their players under the current ballpark management contract and the overall condition of the KLL Park. Ms. Johnson shared the challenge of finding affordable fields for practices and games for all levels. She asked that McNary Youth Baseball and Keizer Little League, be included in the upcoming conversations.

Shannon Moore, Keizer, President of Keizer Little League, felt that the complex's primary purpose should remain focused on serving the local youth baseball and softball leagues, specifically Keizer Little League (KLL) and McNary Youth Baseball (MYB). She expressed concern over the potential implications could have on KLL and the families they serve. She spoke about the importance of how helpful the KLL was to the community and students and requested that the Council have a conversation with the KLL and MYB prior to issuing any requests for proposals or entering into any new management agreements for the complex.

Councilor Christopher thanked Ms. Johnson and Ms. Moore for their comments and stated that she would do everything she could to try to bring this park back to what it used to be so the 450 children could continue to play.

Councilor Kohler stated that they were not happy with the contract and the way it was going, which was why they were looking at it. He commented that they wanted to allow our children to be able to play in our park, and his goal was to help bring it all back.

Jan Sykes, Keizer, stated that she and her husband did not want a Raising Canes in their backyard. She expressed her concern about traffic that would come with it. They wanted to keep the ordinance as it was so that there would be light business against the residential. She asked that there not be any big business. She expressed her gratitude for the upcoming neighborhood meeting and wanted to make sure everyone knows about it. She added that six years ago, Keizer Fire had come to her house and they saved her husband's life.

Mayor Clark clarified that aside from the one corner, the people of Keizer own the land and that it was being marketed to benefit the people of Keizer, financially, long-term, and for the economic base and the land needs to be put into production for the people of Keizer. She commented on the master plan and the proposed change on the agenda.

Mayor Clark clarified that the meeting this Wednesday wasn't a Neighborhood Association meeting, as they don't meet during the summer, it wasn't a Council meeting; and the meeting was arranged by Councilor Christopher. Councilor Christopher, Council Liaison to the Greater Gubser Neighborhood Association, explained that she wanted to make sure that they had an opportunity to talk with their neighbors and to meet together to talk about the land slated for development. She noted that they do not get to choose the brand name, but that they can choose the types, if there's conditional use, and that's what she wanted to talk about on Wednesday. She shared it would be neighbors talking with neighbors, and she wanted to hear what they had to say, as their liaison.

Michael Welsh, Keizer, commented on the recent Community Diversity Engagement Committee (CDEC). He commented on lived experiences and stated that they are not opinions. He stated that by restricting peoples comments could be why residents do not choose to engage. He felt that the CDEC was contradicting because of wanting more public involvement while simultaneously trying to restrict what people can say, especially during proclamation acceptances. Mr. Welsh

defended the recent speaker's remarks during the Juneteenth proclamation, stating that personal experiences are not opinions but valid truths that educate and connect to broader issues. He felt that by requiring people to only express gratitude or speak within narrow limits silences and diversity and undermines inclusion. He stated if the City truly wants engagement and growth, the community must be allowed honest with some uncomfortable expressions and people's truths, and anything less would not be inclusive.

CONSENT CALENDAR

Councilor Kohler pulled item 7.a.

Councilor President Starr moved that the Keizer City Council approve the Consent Calendar. b, c, d, e, f. Councilor Kohler seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Juran (1)

a. RESOLUTION - Authorizing Finance Director to Enter Into Agreement with Yireh Energy Systems for Installation of Electrical Charging Station Equipment

Councilor Kohler asked if the City has or will charge for the electricity out of the charger. Assistant City Manager Tim Wood noted that the City hasn't charged for electricity out of the electrical charging station, and there was an option to charge in the future if the City wishes. It was noted that the entire project was being funded through federal and state grants and that it was likely less than \$20 per month for the City in electricity.

Councilor President Starr moved that the Keizer City Council adopt Resolution 2025- Authorizing Finance Director to Enter Into Agreement with Yireh Energy Systems to Installation of Electrical Charging Station Equipment. Councilor Kohler seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Juran (1)

b. RESOLUTION - Certification of Delinquent Sewer Accounts

c. RESOLUTION - Affirming Intent of the City Council of the City of Keizer Regarding Funding for PERS Unfunded Accrued Liability

d. RESOLUTION - Council Determination Regarding Adoption of Personnel Policies; Repeal of Resolution R2024-3439

e. Approval of June 9, 2025 Work Session Minutes

f. Approval of June 16, 2025 Regular Session Minutes

PUBLIC HEARING

a. RESOLUTION - Authorization for a Supplemental Budget - General Fund and Transportation Improvement Fund - Property Acquisition

RESOLUTION - Authorization for a Supplemental Budget - General Fund - Electric Vehicle Charging Station Upgrade

Mayor Clark opened the Public Hearing.

Assistant City Manager Tim Wood summarized the staff report.

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

Council President Starr moved to adopt Resolution R2025- Authorization for Supplemental Budget - General Fund and Transportation Improvement Fund - Property Acquisition. Councilor Kohler seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Juran (1)

Council President Starr moved to adopt Resolution R2025- Authorization for Supplemental Budget - General Fund - Electric Vehicle Charging Station Upgrade. Councilor Kohler seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Juran (1)

ADMINISTRATIVE ACTION

- a. **ORDINANCE - Relating to Fire Code; Amending Keizer Code Chapter 8**
RESOLUTION - Repealing Resolution No. R98-1008 and Resolution R2004-1538 Relating to Fire Code

Councilor Christopher asked that items g. and h. be moved up on the agenda. By consensus, the agenda was adjusted.

City Attorney Joseph Lindsay summarized the staff report.

Council President Starr moved to adopt an Ordinance No. 2025- Relating to Fire Code; Amending Keizer Code Chapter 8. Councilor Kohler seconded. Motion passed unanimously as follows upon first reading:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Juran (1)

Council President Starr moved to adopt Resolution R2025- Repealing Resolution No. R98-1008 and Resolution R2004-1538 Relating to Fire Code. Councilor Kohler seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Juran (1)

b. Appointment to Materials Management Advisory Council

City Manager Adam Brown summarized the staff report.

Councilor Kohler volunteered to serve in the role.

By consensus it was decided that Councilor Kohler would serve as the Marion County Materials Management Advisory Council.

c. RESOLUTION - Establishing the Amount of the Sewer System Development Charge for Wastewater Treatment Facilities; Repealing Resolution R2024-3483

Assistant City Manager Tim Wood summarized the staff report.

Council President Starr moved to adopt Resolution R2025- Establishing the Amount of the Sewer System Development Charge for Wastewater Treatment Facilities; Repealing Resolution R2024-3483. Councilor Kohler seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Juran (1)

d. ORDINANCE - Relating to Parking Requirements; Amending Keizer Code Appendix A, Sections 1.200.04, 2.102.04, 2.102.06, 2.103.04, 2.103.06, 2.104.04, 2.104.06, 2.105.04, 2.105.06, 2.106.05, 2.107.05, 2.107.07, 2.108.06, 2.109.08, 2.110.07, 2.112.06, 2.113.06, 2.114.07, 2.115.07, 2.116.06, 2.118.03, 2.118.08, 2.119.12, 2.130.05, 2.130.09, 2.203.04, 2.303.01, 2.303.02, 2.303.03, 2.303.04, 2.303.05, 2.303.06, 2.303.08, 2.303.09, 2.303.11, 2.311.03, 2.314, 2.405.03, 2.407, 2.412, 2.413, 2.423, 2.427.07, 2.432.03, and 3.113.04

Planning Director Shane Witham summarized the staff report. It was noted that if a developer wished to provide more parking they could do so. Space size, aisle widths and other design standards for parking requirements would still remain in place. Americans with Disabilities Act (ADA) parking requirements fell under Building Codes and would still exist.

Council President Starr moved to adopt an Ordinance No. 2025- Relating to Parking Requirements; Amending Keizer Code Appendix A, Multiple Sections as identified and shown in Exhibit A. Councilor Kohler seconded. Motion passed unanimously as follows upon first reading:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Juran (1)

e. ORDINANCE - Relating to Erosion Control; Amending Keizer Code Chapter 18, Article IV

City Manager Brown summarized the staff report.

Council President Starr moved to adopt an Ordinance No. 2025- Relating to Erosion Control; Amending Keizer Code Chapter 18, Article IV. Councilor Kohler seconded. Motion passed unanimously as follows upon first reading:

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

f. RESOLUTION Amending the Keizer Personnel Policies

Human Resources Director Garrett Klever summarized the staff report. It was noted that it would be effective on the date that the Council approved it, and there were appropriations available to fund the incentive. Chief Copeland commented on the benefits of the training. There was a question about when the Sergeants contract would be effective and the timing. City Manager Brown explained that this was part two of multiple steps to help reduce the compression. The first step was to look at the classification and there were several spaces in grades where the Lieutenants and Chief were, so it made sense to move them up one grade, which was effective June 3rd.

Council President Starr moved to adopt Resolution R2025- Amending the Keizer Personnel Policies. Councilor Kohler seconded. Motion passed unanimously as follows:

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

g. Explore Keizer Little League Management Options

City Manager Adam Brown summarized the staff report.

There was a request that's developing the scope of work, there would be conversations with the current operator, the Parks Board and McNary Youth Baseball (MYB) and Keizer Little League (KLL). There was discussion about a potential transition and the amount of time that it could take to transition.

Councilor Christopher expressed how much she wants the MYB and KLL involved in conversations as well as the Parks and Recreation Advisory Board.

Councilor Cross felt it was important that Keizer kids were playing on the fields.

Councilor Kohler expressed his excitement to see changes and for the kids to use the fields.

Councilor Parsons stated she wanted the kids to play for free since it was a public park.

Councilor Kohler commented on the importance of continuity during the transition.

Mayor Clark added that the current operator had experience with what had gone well and the challenges with the facility. Mayor Clark encouraged council members and the organizations that put on programming who were familiar with the operations at the park to step forward and assist the City in putting together what it could look like.

Council President Starr moved to direct staff to put together a scope of work, process, and council options to bring back to the Keizer City Council for approval prior to putting out a Request for

Proposals for interest in managing the Keizer Little League Park. Councilor Kohler seconded. Motion passed unanimously as follows:
AYES: Clark, Cross, Kohler, Starr, Christopher, and Parsons (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Juran (1)

h. **ORDINANCE - Relating to Auto-Oriented Uses in Keizer Station Area B; Amending Keizer Code Appendix A, Section 2.1104.04 and Section 2.110.05**

Planning Director Shane Witham summarized the staff report.

Councilor Kohler moved to postpone until more public input to table the matter until August 4, 2025 and reopen the hearing. Council Vice President Cross seconded. A friendly amendment was agreed upon and included in the motion.

Discussion ensued regarding the timeline for revisiting the Ordinance. Feedback would be gathered during the Neighborhood Meeting and would be brought to the next City Council Meeting.

Mr. Witham explained his role in the Neighborhood meeting, which would be to hear what was said and be a resource for questions about the process. He commented that he would not be comfortable modifying the staff report after the meeting because the Planning Commission had already had a Public Hearing and made a recommendation, and the Council held a Public Hearing.

Discussion followed about reopening the Public Hearing, and ex-parte contact if the matter became a land use matter.

Motion passed unanimously as follows upon first reading:
AYES: Clark, Cross, Kohler, Starr, Christopher, and Parsons (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Juran (1)

OTHER BUSINESS

It was noted that the Urban Growth Boundary survey had closed, and it was time to go over the information at a City Council Work Session. City Manager Brown shared that there were 129 responses to the survey. He felt the data could be ready in the next three to four weeks. There was consensus to have an additional Work Session on September 22nd to discuss the Town Halls and survey.

Mayor Clark received an inquiry about why there were no flags on the light poles during national holidays. Mayor Clark asked Council if staff could look at the cost of putting up brackets and flags. There was a suggestion to see if there was any interest in any volunteer groups helping on the project. There was no objection to having City Manager Brown look into the costs. Councilor Kohler explained that the last time the flags were put up was in 2017, and it was through the Explorer Post who worked with the Fire District.

STAFF UPDATES

Mayor Clark thanked the City Recorder team for their work on the new Criminal History Background Check Process for volunteers.

Chief Copeland reported that they did the best they could to manage the fireworks. They received 30 calls for service, which was a significant decrease from previous years. He thanked the Council for their support of the License Plate Readers and noted that they helped the Police Department find two stolen cars and a defendant with some serious felony warrants. He shared that body cameras would be coming in August. There were several logistical issues for Blast Camp, so it was canceled, but there would be the Blast BBQ on August 30th.

City Manager Brown asked for the approval of sending a thank you to Representative Mannix for his support of the \$750,000 allocation for the next phase of the turf fields at Keizer Rapids Park.

COUNCIL MEMBER REPORTS

Mayor Clark and the Councilors each reviewed the events and meetings that they had attended as well as upcoming events.

AGENDA INPUT

Monday, July 14, 2025 - 6:00 p.m.

City Council Work Session - Sidewalk Gap and Repair

Monday, July 21, 2025 - 6:00 p.m.

City Council Regular Session

Monday, August 4, 2025 - 6:00 p.m.

City Council Regular Session

Mayor Clark commented that there would not be a Work Session on August 11th.

ADJOURNMENT

Mayor Clark announced that the City Council would meet in Executive Session pursuant to ORS192.660 (2) (e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

Mayor Clark adjourned the meeting at 8:20 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: Shane Witham, Planning Director
Subject: Nuisance Abatement Lien - 981 Cater Ct N

Proposed Motion

I move the City Council adopt Ordinance 2025-___ Declaring a Lien Against Property Located at 981 Cater Court North, Keizer, Oregon and Directing the City Recorder to Enter Such Lien in the Minor Lien Docket Pursuant to Keizer Code; Declaring an Emergency.

I. Summary

This matter is before City Council for public hearing in order to determine the correctness of the Statement of Costs and to declare a lien against the property located at 981 Cater Ct N for the expenses incurred by the City for performing the abatement of noxious vegetation. The property in question (981 Cater Ct N) was in violation of City Code and after posting and mailing appropriate notice, the City performed a nuisance abatement to cut down and dispose of extensive noxious vegetation on the property.

II. Background

- A. The property in question was severely overgrown. The City received complaints regarding the noxious vegetation and staff followed the procedures outlined in Keizer Code, Chapter 24, Article IV, which regulates the control and removal of noxious vegetation, culminating in the City ultimately having to abate the nuisance.
- B. Notices were prepared and sent to the owner of record, and physically posted at the property directing the owner to abate the nuisance. Despite numerous attempts to contact the property owner, the City was unable to gain compliance. After the notice period expired, the City employed a contractor to cut and remove the noxious vegetation from the property and subsequently sent a statement of costs and invoice for the costs incurred to be paid by the responsible party.
- C. Keizer Code requires that for any noxious vegetation abatement exceeding \$1,000.00, City Council must hold a public hearing to determine the correctness of the Statement of Costs and to declare a lien against the property. The total cost for the abatement of the noxious vegetation in this case was \$2,750.00, which is why

this matter is now before the Council for consideration.

III. Current Situation

- A. The property has been abated, and the invoice has been sent to the property owner of record.
- B. Once City Council has determined the correctness of the Statement of Costs and declares a lien against the property, it may be possible for the City to recapture the costs of the abatement.

IV. Analysis

- A. **Strategic Impact** - None
- B. **Financial** - The Statement of Costs and invoiced amount shows the financial impact to be \$2,750.00. The costs to cut and dispose of the noxious vegetation have been paid out of the nuisance abatement budget, which is sufficient to cover these costs.
- C. **Timing** - Approval of the ordinance will allow the City to place a lien against the property so that costs may be recaptured for expenses associated with abating the noxious vegetation. The time and date for the public hearing has been set and appropriate notice has been published.
- D. **Policy/Legal** - The process and procedures outlined in Keizer Code have been followed, and notice for the public hearing has been published. City Council is required to hold a public hearing to determine the correctness of the Statement of Costs to declare a lien against the subject property.

V. Alternatives

- A. Adopt the attached Ordinance.
- B. Take no action - the City would not be able to recapture the costs of the abatement.

VI. Recommendation

Staff recommends that the City Council open the public hearing and receive testimony, and unless there are specific questions, close the public hearing and adopt the attached Ordinance.

Attachments

- 1. ORD_CC_Declaring Lien -981 Cater Court_7 21 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
ORDINANCE NO.
2025-_____
FOR
AN ORDINANCE

DECLARING A LIEN AGAINST PROPERTY LOCATED AT
981 CATER COURT NORTH, KEIZER, OREGON AND
DIRECTING THE CITY RECORDER TO ENTER SUCH
LIEN IN THE MINOR LIEN DOCKET PURSUANT TO
KEIZER CODE; DECLARING AN EMERGENCY

WHEREAS, the City of Keizer Code, Chapter 24, Article IV provides that a
Person Responsible shall have the duty to abate noxious vegetation as defined in the
Code; and

WHEREAS, the person or persons responsible for the property located at 981
Cater Court North, Keizer, Oregon have failed to comply with the Keizer Code after
being duly given the notice required under such Code; and

WHEREAS, the City Manager, or his designee was required to go upon such
property to remove the noxious vegetation under the power given to such city officials
under the Keizer Code; and

WHEREAS, after such work was performed, the City Manager or his designee
notified the persons responsible by certified mail of the sum of money due to the City
of Keizer for such work performed and such person was duly notified of the public
hearing to consider and assess such cost as a lien against the property; and

1 WHEREAS, pursuant to Keizer Code, the matter was heard by the City Council
2 at public hearing on July 21, 2025, after reasonable opportunity for objections;

3 NOW, THEREFORE,

4 The City of Keizer ordains as follows:

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

8 Section 2. DECLARATION OF LIEN. The amount set forth on the
9 statement of costs regarding the property located at 981 Cater Court North, Keizer,
10 Oregon is declared to be a lien upon such property, as more particularly described in
11 Exhibit “B” attached, and by this reference incorporated herein.

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

17 ///

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19 ///

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

4 PASSED this _____ day of _____, 2025.

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6 SIGNED this _____ day of _____, 2025.

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Mayor

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City Recorder

EXHIBIT "A"

Noxious Vegetation Abatement at
981 Cater Court North, Keizer, Oregon

Statement of Costs Summary

Itemization of Abatement Costs if Paid Prior to July 19, 2025 Per Statement of Costs Attached Hereto:

Nuisance Abatement	\$2,500.00
Administrative Charge	\$ 250.00

Additional Expenses Occurred as a Result of Failure to Pay by July 19, 2025:

Newspaper Publication	\$ 150.00
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Total Amount to Become a Lien Against the Property:

TOTAL COSTS	\$2,900.00
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Such lien shall accrue interest at the rate of nine percent (9%) per annum from the date of entry in the lien docket until paid.

City of Keizer
STATEMENT OF COSTS FOR NUISANCE ABATEMENT
At 981 Cater Court North, Keizer, Oregon

Date of this Statement: July 8, 2025

To: Leland Martinson (Responsible Person)
981 Cater Court North
Keizer, OR 97303

Joan Mann Martinson (Responsible Person)
981 Cater Court North
Keizer, OR 97303

1. Itemization of Abatement Costs:

<u>Item</u>	<u>Amount</u>
Removal of noxious vegetation	\$2,500.00
Administrative charge (10%)	\$ 250.00
TOTAL COSTS	\$2,750.00

2. Costs to be Assessed:

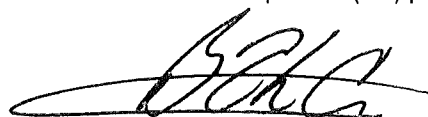
The above costs will be assessed against the subject property unless paid in full within ten (10) days from the date of this statement as shown above. Please address your payment to the City of Keizer, PO Box 21000, Keizer, OR 97307-1000.

3. Public Hearing:

The Keizer City Council will hold a public hearing on July 21, 2025, at 6:00 p.m. in the Robert L. Simon Council Chambers, Keizer Civic Center, 930 Chemawa Road NE, Keizer, Oregon, to determine the correctness of this Statement of Costs and to declare a lien against the subject property.

4. Interest to Accrue:

If not paid prior to July 19, 2025, the lien for costs shall bear interest at the rate of nine percent (9%) per annum from the date of entry of the lien, in the lien docket.



Ben Crosby
City of Keizer
Code Compliance Officer



City of Keizer
P.O. Box 21000
Keizer, OR 97307-1000

DATE: 07/08/25
INVOICE # 25-084

Bill To: Leland Martinson & Joan Mann Martison
981 Cater Court North
Keizer, OR 97303

DESCRIPTION	AMOUNT
<i>Removal of noxious vegetation</i>	
Removal of noxious vegetation	\$2,500.00
Administrative charge (10%)	\$250.00
Due Date: July 19th, 2025	
Office Use Only: Allocation Code:	
TOTAL	\$ 2,750.00

Make all checks payable to City of Keizer
If you have any questions concerning this invoice:
Please Contact: Arcelia Mena, Accounts Payable
(503) 856-3422

THANK YOU

EXHIBIT "B"

Lot 21, CATERWOOD ESTATES, in the City of Keizer,
County of Marion, State of Oregon.



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Bill Lawyer, Public Works Director
Subject: Park Regulations Amendment

Proposed Motion

I move the City Council adopt Ordinance 2025-____ Relating to Park Regulations; Amending Keizer Code Sections 28-23 and 28-43.

I. Summary

During a routine review of the Keizer Code, it was discovered clarification is needed in Section 28-23 regarding the Keizer Rapids Park artificial turf fields usage and there is a conflict in Section 28-43 regarding the closing time of the parks and the Keizer Rapids artificial turf fields. Clarification in Section 28-23 (e) adds language clarifying the types of uses that require a reservation. Section 28-43 (e) currently requires the turf fields to be closed and lights off at 9:30pm, while the park closes 1/2 hour after sunset. During the summer months, that means the fields have to be closed before the park closes.

II. Background

- A. The Keizer City Council previously discussed proposed amendments to the Park Regulations and requested the Parks & Recreation Advisory Board have further discussion and re-consider their recommendation to the Council.
- B. The conflicts and issues considered by the Parks and Recreation Advisory Board at the July 8th, 2025 regular Board meeting were;
 - 1. **Park Hours** - 28-43 A conflict exists in the current park rules that were inconsistent with the new complex and the rest of the park. The park rules, in section 28-43 say the park closes at dusk. However, the synthetic turf complex is allowed to operate past dark until lights out at 9:30. This contradiction needs to be resolved.
 - 2. **Business in the Park** - The managers of the turf fields have informed staff that there have been activities at the fields that should require a reservation, but the current rules do not specifically require one. The City Park Rules require that businesses cannot operate in the park without the consent of the city. Currently, the only business allowed to operate in the park is a coffee

cart business.

III. **Current Situation**

A. The Parks and Recreation Advisory Board spent a considerable amount of time discussing proposed changes, took public testimony on the matter and approved motions for the following recommendations:

1. **Park Hours - 28-43** Recommend no changes to the current rules.
2. **Business in the Park - 28-23 (e)** - Recommended the change to read "All organized activities that include, but are not limited to, team practices, skills camps, individual/group training sessions, and other organized activities that require a fee or other payment to the organization or individual for participation cannot be held unless a reservation for the field or fields is obtained."

IV. **Analysis**

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

B. **Financial** - N/A

C. **Timing** - Approval of these amendments resolves the conflict in the rules as soon as practical.

D. **Policy/Legal** - City Council approval is required to amend the Keizer Code.

V. **Alternatives**

A. Adopt the attached Ordinance.

B. Do nothing.

VI. **Recommendation**

Staff recommends the City Council adopt the attached Ordinance amending Section 28-23 and Section 28-43 of the Keizer Code.

Attachments

1. ORD_CC_Amending Sections 28-23 and 28-43_7 21 2025
2. EXH_CC_Sec._28_23.____Special_uses_and_areas_7 21 2025
3. EXH_CC_Sec._28_43.____Closing_time__emergency_closing_7 21 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

RELATING TO PARK REGULATIONS; AMENDING KEIZER
CODE SECTIONS 28-23 AND 28-43

The City of Keizer ordains as follows:

Section 1. Keizer Code Sections 28-23 and 28-43 are hereby amended as set forth in Exhibit A, attached hereto and by this reference incorporated herein.

Section 2. In preparing this ordinance for publication and distribution, the City Recorder shall not alter the sense, meaning, effect or substance of this ordinance, but within such limitations, may:

- (a) Renumber sections and parts of sections of the ordinance;
- (b) Rearrange sections;
- (c) Change reference numbers to agree with renumbered chapters, sections or other parts;
- (d) Delete references to repealed sections;
- (e) Substitute the proper subsection, section or chapter, or other division numbers;
- (f) Change capitalization and spelling for the purpose of uniformity;
- (g) Add headings for purposes of grouping like sections together for ease of reference; and

1 (h) Correct manifest clerical, grammatical or typographic errors.

2 Section 3. Each section of this ordinance, and any part thereof, is severable,
3 and if any part of this ordinance is held invalid by a court of competent jurisdiction, the
4 remainder of this ordinance shall remain in full force and effect.

5 Section 4. This Ordinance shall take effect thirty (30) days after its passage.

6 PASSED this _____ day of _____, 2025.

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8 SIGNED this _____ day of _____, 2025.

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Mayor

City Recorder

Sec. 28-23. Special uses and areas.

- (a) *Generally.* The director may select and designate specific areas and facilities in any park which may be limited to special uses, at all times or at certain times. Special uses may require a permit in writing or a reservation. Fees shall be established by council resolution.
- (b) *Special uses.* Special uses may include, but are not limited to: Sports, games or other recreational activities, picnics, assemblies, entertainments, exhibitions, and weddings.
- (c) *Carlson Skate Park regulations.* In addition to the park regulations set forth in this article, Carlson Skate Park is subject to the following specific regulations:
 - (1) Permitted uses in the skate park surface include skateboards, rollerblades, and BMX bikes, scooters and "Big Wheels" type tricycles only; no foot traffic or motorized vehicles.
 - (2) The use of helmets is mandatory.
 - (3) Use or placement of additional obstacles or other materials including, but not limited to, ramps, jumps, etc. are prohibited.
 - (4) Glass containers are prohibited.
 - (5) Food and/or drink is prohibited on or within five feet of the skate park surface.
 - (6) Use of Carlson Skate Park is prohibited if hazardous conditions exist. Any damage/hazardous conditions must be reported to the city parks department.
 - (7) Use of skate park surface is prohibited when the surface is wet.
- (d) *Keizer Little League Park usage.* Any individuals not affiliated with groups or organized teams may use the park or individual fields at any time the park is open if such use does not interfere with the priority or reserved use, cause safety concerns, or cause undue wear and tear in the city's reasonable discretion.
- (e) *Keizer Rapids Park artificial turf fields usage.* Any individuals not affiliated with groups or organized teams may use the individual fields at any time the park is open if such use does not interfere with the priority or reserved use, cause safety concerns, or cause undue wear and tear in the city's reasonable discretion. All organized activities that include, but are not limited to, team practices, skills camps, individual/group training sessions, and other organized activities that require a fee or other payment to that organization or individual for participation cannot be held unless a reservation for the field or fields is obtained.

(Ord. No. 2023-869, § 5, 10-2-2023; Ord. No. 2024-881, § 5, 9-3-2024)

Sec. 28-43. Closing time; emergency closing.

- (a) *Hours generally.* Subject to the exception noted below, or unless modified by the director, all parks shall be open one half hour prior to sunrise to one half hour after sunset as determined by the U.S. Naval Observatory (Astronomical Applications Department), unless such agency no longer provides this service. In such case, the determination of the time of sunrise and sunset shall be pursuant to the appropriate official governmental agency. All amplified sound shall completely cease by 9:00 p.m., unless permitted by the director during the permitting process. The usage of the boat ramp and parking lot at Walsh's Landing in Keizer Rapids Park for purposes of putting in or taking out a vessel are allowed two hours before sunrise and one and one half hours after sunset.
- (b) *Entering or remaining after closing time.*
 - (1) No person may enter or remain in any park or portion thereof at any time when the same is closed to the public unless specifically allowed in these regulations or authorized to do so by the director in writing.
 - (2) The director shall, by appropriate signs or other means, give notice of closing times, and may designate certain areas which will be closed to the public at a regular closing time, regardless of whether or not any outdoor or indoor event is being or is scheduled to be conducted elsewhere in the park.
 - (3) Persons may remain after closing time if camped in a specifically designated camping area. The director shall determine the locations for such areas and a maximum number of nights and maximum number of persons allowed.
 - (4) Section 36-3 (prohibiting camping on sidewalks, public property and public rights-of-way; declaring an emergency) as amended is applicable within city parks. If section 36-3 conflicts with these park regulations, section 36-3 shall apply.
- (c) *Events after closing time.* Any portion of a park or any enclosed building in a park in which an event is being conducted or is scheduled to be conducted, based upon a permit issued by the director, shall not be considered closed after the regular closing time to members of the public who are attending or participating in the event, and who are within the permitted portion of the park, the building, any paths leading thereto from any street, or any other facility, outdoor area or off-street parking area intended for use in connection therewith, until 30 minutes after the conclusion of the permitted event. As to other members of the public who are not participants in the event, the park and all structures therein shall be considered closed at the regular closing time.
- (d) *Keizer Little League Park.* Keizer Little League Park may be open after normal closing times where fields are appropriately lighted within the dates and times as follows:
 - (1) Lighting may extend the park hours from March 1 to October 31.
 - (2) The park will close, and the lights will be off, at 11:00 p.m.
 - (3) Extended hours shall be limited to Monday through Saturday; the park shall close at normal closing times on Sundays.
 - (4) City council may extend these hours for special events.
- (e) *Keizer Rapids Park artificial turf fields.* Keizer Rapids Park artificial turf fields may be open after normal closing times where fields are appropriately lighted within the dates and times as follows:
 - (1) Lighting may extend the Keizer Rapids Park artificial turf fields hours year round. If no programming/games are scheduled, then the lighting will not occur and the hours will not be extended.

-
- (2) All programing/games shall be completed by 9:00 p.m. and the lighting shall be dimmed at 9:00 p.m.
 - (3) Artificial turf fields will close, and the lights will be off, at 9:30 p.m.
 - (4) Extended hours shall be limited to Monday through Saturday; the artificial turf fields shall close at normal park closing times on Sundays.
 - (5) City council may extend these hours for special events.
 - (6) The extended closing times only apply to the artificial turf fields at Keizer Rapids Park and not any other part of Keizer Rapids Park unless specifically permitted under these park regulations.
- (f) *Emergency closing.*
- (1) The council, the director, or the chief of police, or their authorized representatives, may direct any park or designated portion thereof to be closed at certain times or from time to time if the closing is reasonably necessary for the proper conduct of any activity by city, to protect public property or natural resources within a park or any private or public property or natural resources in the vicinity of a park from damage, or to preserve the public peace or safety in a park or portion of a park or in the vicinity thereof.
 - (2) When a park or portion thereof is closed to the public, pursuant to the above authority or any other proper authority, no person may enter the park or closed portion thereof after notice of closing or fail or refuse to promptly leave the park when requested to do so by the director, any park attendant, guard, special officer authorized by the director, or law enforcement officer.

(Ord. No. 2023-869, § 25, 10-2-2023; Ord. No. 2024-881, § 25, 9-3-2024)



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

A team of individuals from the City and a team of individuals from the Chamber of Commerce have worked together over the last year to create the first agreement between the two organizations for the city's contributions to the Chamber of Commerce for tourism-related activities. Both parties have agreed to the content of the agreement. The final aspect was for the City and Chamber to agree upon measurements of success for the Chamber's tourism promotion activities.

II. Background

- A. Representatives from both organizations began working on the agreement following the 2025 Fiscal Year budget. Many iterations were shared back and forth and several combined meetings occurred between the parties.
- B. The draft agreement is intended to cover approximately 10% of overhead, which is earmarked at \$25,000. The additional funds budgeted to the Chamber are intended to pay for specific tourism and promotion strategies outlined in the Chamber's marketing plan.
- C. The draft agreement was presented to the City Council with the 2026 budget and staff were directed to agree on metrics for the agreement to measure the success of the City's investment in the Chamber's funding strategy.

III. Current Situation

- A. The City Manager met with the Chair of the Government Affairs Committee and agreed upon metrics for the agreement.

- B. The metrics agreed upon, which are to be presented no later than 60 days after March 15th and September 15th of each year are as follows:
1. Web hits, including search engine optimization (SEO) results differentiating between tourism and regular Chamber business where possible;
 2. Usage data specifically on “Play, Stay & Eat Guide” for soccer and baseball tournaments;
 3. A report on two (2) events per year using cell phone data from a system like Placer.ai;
 4. Social media activity differentiating between tourism and regular Chamber business if possible;
 5. Information on reach, frequency and value of work done with KBZY radio. Information for other radio stations may be included as available;
 6. A brief recap of various achievements relative to the Chamber’s business plan objectives;
 7. Bi-annual income and expense reports, including budget to actual results, relevant to monies received by the City.
- C. The agreement also specifies the inkind services provided to support tourism-related activities sponsored by the Chamber of Commerce, such as the KeizerFest Parade and the Christmas Parade supported by City staff and event center fee waivers for the First Citizen Banquet and Percey Auction.
- D. The Chamber has worked in good faith with the City Council and with the staff not only in creating this agreement but in all the events in which we collaborate.

IV. **Analysis**

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - The City is a dues-paying member of the Chamber of Commerce, and so the total City allocation in the FY2026 budget to the chamber \$1,300 for membership, \$25,000 for overhead, and another \$25,000 for implementation of the Chamber Marketing Plan.
- C. **Timing** - The funds cannot be made available until the marketing plan is submitted to the council and approved.
- D. **Policy/Legal** - Only the City Council is authorized to approve this agreement between the city and the Chamber, which is a fee for services in the amount of \$50,000.

V. **Alternatives**

- A. Adopt the attached Resolution and Marketing Plan.
- B. Take No Action - No funds will be made available to the Chamber without approval

of the agreement.

VI. Recommendation

Staff recommends Council adopt the attached Resolution and approve the Marketing Plan for FY 2026.

Attachments

1. RES_CC_Authorizing City Manager to Enter Into Agreement with Chamberr_7 21 2025
2. EXH_CC_City - Chamber Contract _7 21 2025
3. Keizer Marketing Plan Outline - 6_25

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

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

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

WHEREAS, the Keizer Chamber of Commerce 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;

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

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City
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. Web hits, including search engine optimization (SEO) results differentiating between tourism and regular Chamber business where possible;
2. Usage data specifically on “Play, Stay & Eat Guide” for soccer and baseball tournaments.
3. A report on two (2) events per year using cell phone data from a system like Placer.ai.
4. Social media activity differentiating between tourism and regular Chamber business if possible;
5. Information on reach, frequency and value of work done with KBZY radio. Information for other radio stations may be included as available.
6. A brief recap of various achievements relative to the Chamber’s business plan objectives;
7. 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. Percey 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 \$25,000 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, 2026. 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, 2026. 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 2025-2026. 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: _____

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.