**Accessibility and Accommodation Requests**

**For questions about accessibility or accommodations for persons with disabilities, or to request a translator, interpreter, or other communication aids, please contact Melissa Bisset at 503-856-3412 or bissetm@keizeror.gov. The City of Keizer is committed to providing equal access to all public meetings and information per the requirements of the ADA and Oregon Revised Statutes (ORS). The Keizer Civic Center is wheelchair accessible.**

**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, September 15, 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. **PROCLAMATION: Hispanic Heritage Month**

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. **Approval of September 2, 2025 Regular Session Minutes**

   b. **RESOLUTION - Authorizing Disposition of Surplus Property (Police Department Vehicles)**

8. **PUBLIC HEARINGS**

   a. **RESOLUTION - Exemption of Solicitation Requirements Relating to the Selection of Xpress Solutions, Inc. DBA Xpress Bill Pay as the Vendor for Integrated Self Service Payment Processing and Associated Merchant Services**

9. **ADMINISTRATIVE ACTION**

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

**RESOLUTION - Authorizing Temporary Uses Subject to Conditions for Keizer Holiday Lights Parade (2025)**

b. **ORDINANCE - Relating to Truancy; Amending Keizer Code Section 26-6**

c. **ORDINANCE - Relating to Open Burning; Amending Keizer Code Chapter 18, Article III.**

d. **Civil Forfeiture Litigation Settlement**

## 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, October 6, 2025 - 6:00 p.m.***
***City Council Regular Session***

***Monday, October 13, 2025 - 6:00 p.m.***
***City Council Work Session - Urban Growth Boundary***

***Monday, October 20, 2025 - 6:00 p.m.***
***City Council Regular Session***

***Monday, October 27, 2025 - 6:00 p.m.***
***City Council Work Session - Sidewalk Gap and Repair***

## 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."*

# Proclamation

WHEREAS, the theme for the 2025 Hispanic Heritage Month observance, as announced by the National Council of Hispanic Employment Program Managers, is: "Collective Heritage: Honoring the Past, Inspiring the Future," and,

WHEREAS, the theme emphasizes celebrating and embracing diverse traditions, stories, and artistic expressions to honor Hispanic heritage and foster a vibrant, inclusive future for all; and,

WHEREAS, each year, Americans observe National Hispanic Heritage Month by celebrating the contributions and importance of Hispanics and Latinos to the United States and those community members whose ancestors came from Spain and Mexico, and nations in the Caribbean, Central America, and South America; and,

WHEREAS, we, the people of the city of Keizer, recognize and celebrate the many contributions and achievements of our Hispanic and Latino community members to our city and region and we dedicate ourselves to working together to address the challenges that still face Hispanic Oregonians in equity and access to the prosperity of Oregon.

NOW, THEREFORE, the Keizer City Council assembled here in Regular Session, does hereby proclaim September 15 through October 15, 2025 as

## HISPANIC HERITAGE MONTH

And encourage all the people of Keizer to join in this observance and celebration.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer to be herein affixed this 22nd day of September 2025.

_____

MAYOR CATHY CLARK
City of Keizer, Oregon

# MINUTES
# KEIZER CITY COUNCIL
**Tuesday, September 2, 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.

## ROLL CALL

Roll call was taken as follows:

**Present:**
Cathy Clark, Mayor
Shaney Starr, Council President
Kyle Juran, Councilor
Daniel Kohler, Councilor via Zoom
Marlene Parsons, Councilor
Lore Christopher, Councilor

**Absent:**
Soraida Cross, Council Vice President
Felicia Guptill, Youth Councilor

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

## FLAG SALUTE

Mayor Clark led the pledge of allegiance.

## SPECIAL ORDERS OF BUSINESS

### a. PROCLAMATION: Suicide Prevention Month

Jane Titchenal, Keizer, shared about the Be SMART campaign and securing firearms in relation to Suicide Prevention. Laura Daniel and Kat James from Be SMART expressed their thanks for the opportunity to share the information.

Mayor Clark then read the proclamation observing Suicide Prevention Month and presented the proclamation to Jane Titchenal.

## COMMITTEE REPORTS

**a. Volunteer Coordinating Committee Recommendations for Appointments - City Council Youth Councilor; Planning Commission; Keizer Public Arts Commission (KPAC), and KPAC Youth Liaison.**

City Recorder Melissa Bisset summarized the staff report. Jesus Escobar expressed his appreciation for the opportunity to work with the community, the City Council, and the Keizer Public Arts Commission.

Council President Starr moved to adopt Resolution R2025- I move the City Council accept the recommendations of the Volunteer Coordinating Committee and appoint Felicia Guptill to the Youth Councilor Position of the City Council for school year term of 2025/2026; Matt Lawyer to Position #1 of the Planning Commission for the term expiring September 30, 2028; Jeremy Grenz to Position #2 of the Planning Commission for the term expiring September 30, 2028; Larry Scruggs to Position #3 of the Planning Commission for the term expiring September 30, 2028; Jesus Escobar to Position #1 to the Keizer Public Arts Commission for term expiring June 30, 2028; and Cassidy Kerner to the Youth Liaison Position on the Keizer Public Arts Commission for school year term of 2025/2026. Councilor Parsons seconded. Motion passed unanimously as follows:
AYES: Clark, Kohler, Starr, Juran, Christopher, and Parsons (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Cross (1)

Hersch Sangster, member of the Traffic Safety, Bikeways and Pedestrian Committee shared they have received positive feedback on the Pilot Pedestrian Flag Program, reviewed the Neighborhood Traffic Management Program and discussed the Street Art Program. They also discussed the name of the Committee and were recommending the name to change to the Keizer Bicycle, Pedestrian, Traffic Safety Committee. Mr. Sangster shared that the Committee also discussed the e-bikes issue. Discussion ensued regarding steps that could be taken to help with e-bike safety. Mr. Sangster shared about the number of helmets that were handed out at ServeFest.

Becka Bonner, member of the Keizer Public Arts Commission (KPAC), shared that they recently approved some new exhibits, they were reviewing the Street Art Program, and they were working on getting more signage out. It was noted that there was money available for three more utility box wraps.

## PUBLIC COMMENTS

Mayor Clark acknowledged the written comments for the record.

Corrine Arehart, Benevolent and Protective Order of Elks (BPOE), spoke about promoting Americanism. She shared two upcoming events that were the Americanism Essay Contest and a 9/11 Remembrance Ceremony at the Keizer Elks Lodge. Ms. Arehart also shared that they raise and lower the flags at three locations in the City. Gratitude was expressed to the Elks work with the Scouts and National Night Out.

Devon Kraxberger, Laura Zavala, and Jose Zavala. Keizer, shared that the beaver dam was

causing flooding and stagnant water on their properties. Mr. Lawyer apologized but explained that the City could not do anything further than what had already been done. He shared that the City had provided contacts and resources. He explained that the property owners would have to work together. The Zavala's expressed their frustration. Ms. Kraxberger suggested that an informational flyer be mailed out to the neighbors of the creek sharing the resources. Mr. Lawyer agreed to provide an informational flyer containing a resource list. Mayor Clark suggested that they contact the School Board Representative for Keizer and the facilities staff at the School District.

## CONSENT CALENDAR

### a. Approval of August 18, 2025 Regular Session Minutes

Councilor President Starr moved that the Keizer City Council approve the Consent Calendar. Councilor Parsons seconded. Motion passed unanimously as follows:
AYES: Clark, Starr, Kohler, Juran, Christopher, and Parsons (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Cross (1)

## PUBLIC HEARINGS

There were no public hearings.

## ADMINISTRATIVE ACTION

### a. Recommendation from Community Diversity Engagement Committee (CDEC) regarding National Observances, Commemorative and Heritage Month Guest Speaker Guidance and Community Engagement Postcards

Councilor Christopher requested that the item be postponed until the next City Council Meeting as Council Vice President Cross was the liaison and was not present. Mayor Clark was interested in hearing the report.

Councilor Christopher moved to suspend the rules to take up the matter of postponing the item until September 15th. Councilor Kohler seconded. Motion passed as follows:
AYES: Kohler, Starr, Juran, Christopher, and Parsons (5)
NAYS: Clark (1)
ABSTENTIONS: None (0)
ABSENT: Cross (1)

Councilor Christopher moved to postpone the item until September 15th. Councilor Kohler seconded. Motion passed as follows:
AYES: Kohler, Starr, Juran, Christopher, and Parsons (4)
NAYS: Clark, Parsons (2)
ABSTENTIONS: None (0)
ABSENT: Cross (1)

### b. ORDINANCE - Relating to Truancy; Amending Keizer Code Section 26-6

City Attorney Joseph Lindsay summarized the staff report.

Mayor Clark commented about the City Council looking at day curfews many years ago and as a

home schooler, this was an emerging, national issue. Mayor Clark shared that with guidance from homeschool legal defense, the homeschool parents worked really hard to ensure the rights of the children to be able to travel freely and responsibly to work, class, or sports during school hours when they weren't required to be in the school building. Mayor Clark noted that she has a personal interest with the curfew and laws and commented that the Ordinance would need to come back at the next City Council Meeting as she would be voting no.

Council President Starr moved to adopt an Ordinance No. 2025- Relating to Truancy; Amending Keizer Code Section 26-6. Councilor Parsons seconded. Motion passed as follows:
AYES: Kohler, Starr, Juran, Christopher, and Parsons (5)
NAYS: Clark (1)
ABSTENTIONS: None (0)
ABSENT: Cross (1)

**c. Discussion regarding letter about Detroit Lake Drawdown**

City Manager Adam Brown summarized the staff report. Mayor Clark shared that she had some personal interest and may have a potential conflict of interest because she does business with the Detroit Lake Foundation, and they were her client. Councilor Juran noted that he owned property on Detroit Lake.

Discussion ensued regarding who also supported and had signed on to the letter.

There were comments about the significant impact on the cities when the drawdown happens, including the economic devastation that was anticipated.

Councilor Kohler commented on the devastation experienced from the Green Peter Lake drawdown, which was a huge financial burden for the community.

Council President Starr moved that the Keizer City Council direct staff to write a letter of support to our federal delegation to stop the drawdown of Detroit Lake until drinking water needs are met for those communities drawing water out of the Santiam River. Councilor Parsons seconded. Motion passed unanimously as follows:
AYES: Clark, Kohler, Starr, Juran, Christopher, and Parsons (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Cross (1)

**d. Iyo Keizer Sister City Agreement Review**

City Manager Adam Brown summarized the staff report. Discussion followed regarding the role of the City of Salem if the City moved forward with the agreement. Mr. Brown thought that the City of Salem was phasing out. He hoped that Keizer could host the reception in the Event Center in the future.

There was discussion about bringing more partners from Keizer into the agreement.

Council President Starr moved to approve the agreement as proposed. Councilor Parsons seconded. Motion passed unanimously as follows:
AYES: Clark, Kohler, Starr, Juran, Christopher, and Parsons (6)

NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Cross (1)

## OTHER BUSINESS

There was no other business.

## STAFF UPDATES

Assistant City Manager Wood reported that the City received the Government Finance Officers Association Award of Excellence for the 26th year in a row. There was a suggestion to send out finance information similar to what Marion County sent out.

Chief Copeland reported that gun locks were available for free at the police department and reminded the community to not leave guns inside of their cars.

Public Works Director Lawyer reminded the community to keep an eye out for children as school was back in session.

City Attorney Joseph Lindsay reminded the assigned Councilors to get the Judge Evaluation forms turned in.

## COUNCIL MEMBER REPORTS

Councilor Juran reported on the Salem-Keizer Area Transportation Study (SKATS) meeting and that Cherriots had requested $2.88 million for more Americans with Disability Act (ADA) busses from the SKATS fund. Councilor Juran questioned why Cherriots would take $39 million from the community for other things, so he made it clear that he would be pushing back on this funding request as it progresses.

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

## AGENDA INPUT

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

**Monday, September 15, 2025 - 6:00 p.m.**
City Council Regular Session

**Monday, October 6, 2025 - 6:00 p.m.**
City Council Regular Session

## ADJOURNMENT

Mayor Clark announced that the Keizer City Council would be meeting in Executive Session pursuant to ORS 192.660(2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. The Council would not be taking any action after the executive session.

Mayor Clark adjourned the meeting at 8:08 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."*

City Council Meeting Date: September 15, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Trevor Wenning, Support Lieutenant

Subject: Police Vehicle Surplus Inventory

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**Proposed Motion**

I move the City Council adopt Resolution R2025-_____ Authorizing Disposition of Surplus Property (Police Department Vehicles).

## I. Summary

The City of Keizer owns the following vehicles that are of no further use to the Keizer Police Department:

- 2014 Gray Hyundai Elantra, VIN: 5NPDH4AE2EH474599, Estimated value: $3,000
- 2008 Blue Nissan Pathfinder, VIN: 5N1BR18A78C636552, Estimated value: $2,500
- 2011 Ash Mazda 3, VIN: JM1BL1VG2B1397090, Estimated value: $3,000
- 2012 Gray Chevrolet Equinox, VIN: 2GNALBEK5C1337510, Estimated value: $2,500
- 2011 Purple Nissan Rogue, VIN: JN8AS5MV8BW276268, Estimated value: $3,000
- 2009 Silver Dodge Charger, VIN: 2B3KA43V29H534003, Estimated value: $3,000
- 2009 Brown Dodge Charger, VIN: 2B3KA43V89H534006, Estimated value: $3,000
- 2009 White Dodge Charger, VIN: 2B3KA43V69H534005, Estimated value: $3,000
- 2013 Black Dodge Charger, VIN: 2C3CDXAG5DH605868, Estimated value: $1,000 - Vehicle has various mechanical issues affecting value
- 2016 Black BMW R1200, VIN: WB10A1307GZ195192, Estimated value: $3,000
- 2015 Black Ford Explorer, VIN: 1FM5K8AR2FGA70302, Estimated value: $1,000 - Vehicle has various mechanical issues affecting value
- 2017 Black Ford Explorer, VIN: 1FM5K8AR0HGA77381, Estimated value: $1,000 - Vehicle has various mechanical issues affecting value
- 2019 Black Ford Explorer, VIN: 1FM5K8AR2KGA20039, Estimated value: $1,000 - Vehicle has various mechanical issues affecting value
- 2019 Black Ford Explorer, VIN: 1FM5K8AR1KGA17035, Estimated value: $1,000 - Vehicle has various mechanical issues affecting value
- 2019 Black Ford Explorer, VIN: 1FM5K8AR0KGA20038, Estimated value: $1,000 - Vehicle has various mechanical issues affecting value
- 2009 White Forrest River RV Trailer, VIN: 4X4TSBA209T106280, Estimated value:

$3,000

## II. Background

A. The City of Keizer purchased the 2014 Hyundai Elantra and the 2009 Dodge Chargers to be used by police administration.

B. The City of Keizer purchased the 2009 RV trailer to be used as a command vehicle for off-site operations.

C. The City of Keizer purchased the 2013 Dodge Charger, the 2016 BMW R1200, and the 2015, 2017 and 2019 Ford Explorers for school, traffic and patrol operations.

D. The City of Keizer purchased the 2008 Nissan Pathfinder, 2011 Mazda 3, 2012 Chevrolet Equinox and the 2011 Nissan Rogue to be used by the Community Response Unit (CRU).

## III. Current Situation

A. It has been determined that the Keizer Police Department no longer requires the use of the listed vehicles as they have met and surpassed the rotation schedule and have been replaced.

B. Due to the restructuring of certain internal positions of the police department, these vehicles are no longer needed.

C. Parking in the police compound has been hampered by the overflow of surplus vehicles; at times, there are no spaces for employees and current police vehicles to park, which forces employees to utilize the limited space in the public parking areas.

## IV. Analysis

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

B. **Financial** - The proceeds from the sale of surplus vehicles will be credited to the Police Miscellaneous Income line and appropriated through the supplemental budget process if needed during Fiscal Year 2025-26.

C. **Timing** - N/A

D. **Policy/Legal** - Pursuant to Ordinance No. 2008-579, surplus of groups of items valued greater than $1,000 is at the direction of the City Council.

## V. Alternatives

A. Adopt the attached Resolution.

B. Take no action and allow the vehicles to decline in value as they deteriorate in inclement weather while not being operated.

## VI. Recommendation

Staff recommends that the City Council adopt the attached Resolution authorizing the sale, auction or donation of surplus police vehicles as allowed in the Surplus Property Ordinance.

## Attachments

1. RES_CC_Authorizing Surplus of Police Vehicles_9 15 2025
2. EXH_CC_Surplus of Police Vehicles_9 15 2025

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

AUTHORIZING DISPOSITION OF SURPLUS PROPERTY
(POLICE DEPARTMENT VEHICLES)

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

WHEREAS, the Keizer Police Department has identified the vehicles listed in the exhibit attached as being of no further use for public purposes;

WHEREAS, Ordinance No. 2008-579 allows the disposal of City-owned surplus property by several methods, including any method that in the City's discretion is in the best interests of the City;

WHEREAS, staff has recommended the disposal of the vehicles identified on the attached exhibit as surplus property because they are no longer useful or needed;

WHEREAS, the City Manager approves of the disposal of the identified vehicles listed in the exhibit as surplus property;

NOW, THEREFORE,

BE IT RESOLVED that the City Council of the City of Keizer declares the vehicles identified in the attached exhibit to be surplus property.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the vehicles listed in the attached exhibit be disposed of in any manner allowed under the procedures set forth in Ordinance No. 2008-579 as recommended by the Police Department to the City Manager.

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



Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

BE IT FURTHER RESOLVED that the proceeds of the surplus property shall be applied to the police miscellaneous revenue in the General Fund.

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

PASSED this _____ day of _____, 2025.

SIGNED this _____ day of _____, 2025.

_____
Mayor

_____
City Recorder



Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

EXHIBIT “A”

2014 Gray Hyundai Elantra, VIN: 5NPDH4AE2EH474599, Estimated value: $3,000

2008 Blue Nissan Pathfinder, VIN: 5N1BR18A78C636552, Estimated value: $2,500

2011 Ash Mazda 3, VIN: JM1BL1VG2B1397090, Estimated value: $3,000

2012 Gray Chevrolet Equinox, VIN: 2GNALBEK5C1337510, Estimated value: $2,500

2011 Purple Nissan Rogue, VIN: JN8AS5MV8BW276268, Estimated value: $3,000

2009 Silver Dodge Charger, VIN: 2B3KA43V29H534003, Estimated value: $3,000

2009 Brown Dodge Charger, VIN: 2B3KA43V89H534006, Estimated value: $3,000

2009 White Dodge Charger, VIN: 2B3KA43V69H534005, Estimated value: $3,000

2013 Black Dodge Charger, VIN: 2C3CDXAG5DH605868, Estimated value: $1,000 - Vehicle has various mechanical issues affecting value

2016 Black BMW R1200, VIN: WB10A1307GZ195192, Estimated value: $3,000

2015 Black Ford Explorer, VIN: 1FM5K8AR2FGA70302, Estimated value: $1,000 - Vehicle has various mechanical issues affecting value

2017 Black Ford Explorer, VIN: 1FM5K8AR0HGA77381, Estimated value: $1,000 - Vehicle has various mechanical issues affecting value

2019 Black Ford Explorer, VIN: 1FM5K8AR2KGA20039, Estimated value: $1,000 - Vehicle has various mechanical issues affecting value

2019 Black Ford Explorer, VIN: 1FM5K8AR1KGA17035, Estimated value: $1,000 - Vehicle has various mechanical issues affecting value

2019 Black Ford Explorer, VIN: 1FM5K8AR0KGA20038, Estimated value: $1,000 - Vehicle has various mechanical issues affecting value

2009 White Forrest River RV Trailer, VIN: 4X4TSBA209T106280, Estimated value: $3,000

City Council Meeting Date: September 15, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Tim Wood, Assistant City Manager

Subject: Exemption of Competitive Public Bidding Requirements - Authorizing the Finance Director to enter into an agreement with Xpress Solutions, Inc DBA Xpress Bill Pay

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**Proposed Motion**

I move that the City Council adopt Resolution R2025-____ Exemption of Solicitation Requirements Relating to the Selection of Xpress Solutions, Inc. DBA Xpress Bill Pay as the Vendor for Integrated Self Service Payment Processing and Associated Merchant Services.

## I. Summary

City Staff is recommending a change in online utility bill pay providers from CivicPay to Xpress Bill Pay to provide additional features at a comparable cost. The online utility bill pay providers are integrated with the Springbrook software limiting the ability to conduct the City's typical procurement process as such an exemption of competitive public bidding requirements is being requested.

## II. Background

A. The City entered into an agreement with Springbrook Software in March 2019 for integrated self-service payment processing (online utility bill pay) and the associated merchant services provided by Springbrook's partner company CivicPay. The online utility bill pay is integrated into Springbrook Software that is used for utility billing and financial reporting.

B. Springbrook Software has acquired an online utility bill pay provider Xpress Solutions, Inc, DBA Xpress Bill Pay, that is integrated with Springbrook and provides additional functionality including the ability to accept payments other than utility payments and the text-to-pay ability.

## III. Current Situation

A. City Staff has participated in multiple demonstrations of Xpress Bill Pay identifying that it is an improvement over the existing online bill pay software.

B. The Notice of Exemption of Competitive Public Bidding Requirements was posted in the September 5, 2025 edition of Keizertimes.

## IV. Analysis

A. **Strategic Impact** - Not applicable

B. **Financial** - The initial setup and configuration will cost $2,200.

The ongoing fees will be consistent with the City's existing online bill pay provider at approximately $3,500 - $4,000 per month, or $42,000 - $48,000 annually.

The initial setup charges and ongoing fees are included in the Administrative Services Fund - Finance Utility Billing Department of the Fiscal Year 2025-26 Adopted Budget.

C. **Timing** - Implementing Xpress Bill Pay will take approximately 3-4 months.

D. **Policy/Legal** - City Council has the authority to exempt a contract from the competitive public bidding requirements.

## V. Alternatives

A. Adopt the attached resolution authorizing the Finance Director to enter into an agreement with Xpress Solutions, Inc DBA Xpress Bill Pay.

B. Take no action and the City will continue to utilize CivicPay for online bill pay services.

## VI. Recommendation

Staff recommends the City Council open the public hearing and take testimony. If no additional information is needed, close the public hearing and adopt the attached resolution.

## Attachments

1. RES_CC_Exemptions of Xpress Solutions Agreement_9 15 2025
2. EXH_CC_Exemptions of Xpress Solutions_9 15 2025

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

EXEMPTION OF SOLICITATION REQUIREMENTS RELATING TO THE SELECTION OF XPRESS SOLUTIONS, INC. DBA XPRESS BILL PAY AS THE VENDOR FOR INTEGRATED SELF SERVICE PAYMENT PROCESSING AND ASSOCIATED MERCHANT SERVICES

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

WHEREAS, the Springbrook software program has been upgraded with new features several times over the years;

WHEREAS, the vendor currently used for integrated self service payment processing and associated merchant services is being phased out by Springbrook;

WHEREAS, Springbrook has requested that the City use Xpress Solutions, Inc. DBA Xpress Bill Bay for the integrated self service payment processing and associated merchant services;

WHEREAS, as local contract review board for the City of Keizer, the City Council desires to exempt from competition and award the integrated self service payment processing and associated merchant services to Xpress Solutions, Inc. DBA Xpress Bill Pay;

WHEREAS, notice of public hearing on the proposed exemption of solicitation requirements relating to the awarding of the services to Xpress Bill Pay was published as required by Keizer Code, Chapter 2, Article V., Section 2-156;



Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

WHEREAS, a public hearing was held on September 15, 2025 to take comments on the findings for an exemption of the solicitation requirements relating to the awarding of the services to Xpress Bill Pay;

NOW, THEREFORE,

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

1. The nature of the contract for which special exemption is requested is the purchase of integrated self service payment processing and associated merchant services from Xpress Solutions, Inc. DBA Xpress Bill Pay without conducting an solicitation process.

2. The Springbrook Accounting System does not interface with many vendors for online payments by customers of the City. For better customer service, changing to the Xpress Bill Pay program as suggested by Springbrook is required. The estimated contract price for the Xpress Bill Pay Online program is a yearly fee of approximately $45,600.00

3. Purchasing Xpress Bill Pay Online program will provide customers with easier access to their accounts and will use less staff time. When staff time is saved in one process, the time can be expended in other areas which is beneficial to the citizens of Keizer. These reasons support a performance of public benefit.

4. It is unlikely that the exemption from the competitive bidding process for the purchase of Xpress Bill Pay Online program will encourage favoritism in the



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503-856-3433

awarding of the bid or substantially diminish competition for public bidding, as this is a rare and unique circumstance and the number of suppliers for these materials is extremely limited and because outside vendors do not interface with the Springbrook Accounting System.

5. The proposal is to have this purchase be exempt from alternative contracting methods.

6. It is necessary to order the goods described herein as soon as possible to allow installation to be completed in a timely manner. The estimated dated by which it would be necessary to let the contract in this case is September 16, 2025.

7. The proposal is to have this project be exempt from alternative contracting methods.

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

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the purchase of the Xpress Bill Pay Online program is exempt from competitive bidding requirements based upon the findings set forth herein.

BE IT FURTHER RESOLVED that the Assistant City Manager/Finance Director of the City of Keizer is authorized to enter into the attached agreement with Xpress Solutions, Inc. DBA Xpress Bill Pay.



Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

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

PASSED this _____ day of _____, 2025.

SIGNED this _____ day of _____, 2025.

_____
Mayor

_____
City Recorder



Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

**Order Form:** Q-23522-1
**Date:** 1/18/2024, 4:47 PM
**Expires On:** 9/26/2025

**Phone:** (800) 768-7295
**Email:** info@xpressbillpay.com

**Ship To:**
Tim Wood
City of Keizer, OR
930 Chemawa Road
Keizer, Oregon 97307
woodt@keizeror.gov

**Bill To:**
Tim Wood
City of Keizer, OR
930 Chemawa Road
Keizer, Oregon 97307
woodt@keizeror.gov

## Gateway Services Master Agreement

This Gateway Services Master Agreement (this "**Agreement**") is entered into by and between Xpress Solutions, Inc. DBA Xpress Bill Pay ("**Xpress**") and Customer identified on the Order Form ("**Customer**"), together referred to as the "Parties" and each individually as a "**Party**."

WHEREAS, Xpress offers a program that enables its customers, including Customer, to use the proprietary technology offered by Xpress (the "**Xpress Services**"), along with the banking and payments services of its financial institution partner, Zions Bancorporation, National Association or such other financial institution partner identified by Xpress from time-to-time ("**ODFI**") (the "**Banking Services**"), to accept Automated Clearing House ("**ACH**") payments from Customer's clients (each, a "**Payor**") for goods and services provided by Customer, as well as certain Additional Services (defined below) in connection with the same (the "**Xpress Program**"); and

WHEREAS, Customer desires to, and Xpress agrees to permit, Customer to participate in the Xpress Program subject to the terms and conditions of, this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**1.0 Term and Renewal:** The Initial Term (the "**Initial Term**") of this Agreement shall be thirty-six (36) months from the date on which this Agreement is executed by the Parties. This Agreement shall automatically renew for an additional thirty-six (36) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Xpress of the applicable Fees (defined below) and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term or condition of this Agreement. If Customer is a political subdivision, the Parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in Section 2.0 in any given fiscal year of Customer.

**2.0 Fees and Payments:** Customer shall pay to Xpress a one-time set-up Fee, monthly maintenance, support, transaction and hosting Fees, and various additional Fees as set forth in the Order Form and Exhibit A (collectively the "**Fees**"). Xpress reserves the right to change the Fees at any time so long as Customer is provided no less than thirty (30) days advance notice of a change. Customer authorizes Xpress to initiate an electronic ACH Debit Entry from Customer's bank account provided in Exhibit B (the "**Customer Account**") on or about the 5th day of each month for the amount of all Fees that accrued during the prior month for any Fee that is due as described in Exhibit A. If there are insufficient funds in Customer Account to cover the Fees, Xpress will contact Customer for resolution which will include resubmission up to three (3) times, subject to the Rules and Regulations (defined below). Any outstanding Fees that are not paid when due shall bear interest at the rate of 12% per annum until the outstanding balance and all accrued interest are paid in full.

**3.0 Services Provided; Obligations of Customer:**

A. Customer shall be subject to "know your customer" and related due diligence requirements established by Xpress and ODFI (the "**Onboarding Requirements**"). Customer must satisfy the Onboarding Requirements at all times during the Term in order to be eligible to use the Xpress Services or the Additional Services and shall provide to Xpress all information requested by Xpress or ODFI for such purpose. Customer represents and warrants that any information that Customer provides to Xpress or that Xpress otherwise obtains pursuant to this Agreement for purposes of complying with the Onboarding Requirements is accurate and complete, and Customer will notify Xpress in connection with any changes to this information.

B. In addition to the Xpress Services, Xpress will provide Customer with the additional services described below (together, the "**Additional Services**"):

1. Xpress has developed a web-based payment gateway interface that can be used by Customer for accepting payments from Customer's clients via ACH, electronic funds transfer ("EFT"), or credit cards (the "**Gateway Services**"). If desired by Customer, Xpress will, through an affiliate and pursuant to separate terms, facilitate the acquisition of the necessary processing services for the acceptance of credit cards.

2. Xpress has engaged Zions Bank to provide electronic funds transfers (EFT), Bank Bill Pay (BBP), and Lockbox services using its established banking relationships (the "**Check Services**"). Customer hereby authorizes Xpress to endorse checks and other payment items on behalf of Customer into the Program Account (defined below) and deposit funds as necessary for the clearing of payments received for Customer. Customer acknowledges that in order to use the services described in this section, it must maintain a bank account and third-party processing relationships approved by Xpress.

C. To initiate an ACH transaction through the Xpress Services (a "**Transaction**"), Customer will submit Transaction instructions to Xpress containing all information required by the payment platform provided by Xpress. Transactions are placed through Xpress as a third-party sender of ACH transactions with Customer as the "originator" of those Transactions under the Rules and Regulations. Xpress will send all transactions through ODFI all in accordance with the terms of this Agreement, the Operating Rules and Guidelines of the National Automated Clearing House Association (NACHA) and the applicable federal statutes and regulations governing ACH transactions (collectively the "**Rules and Regulations**"). As between the Parties, Customer is solely responsible for ensuring Transactions are consistent with the instructions of the Payor and shall bear all liability associated with any errors, including incorrect account information, included in the Transaction instructions.

D. ODFI will remit ACH and check Transaction funds to an ODFI-owned account established by ODFI and Xpress for the benefit of all Program customers (the "**Program Account**"). Customer acknowledges as a part of the Program Account, Xpress and ODFI participate in a sweep program (the "**Sweep Program**") through which ODFI acts as Customer's agent to automatically deposit or "sweep" all Customer funds from the Program Account into sweep program bank partners, up to applicable Sweep Program limits. Funds held in such Sweep Program may generate fees or interest. Customer assigns any of its right, title or interest in such fees or interest to Xpress as consideration for the provision of the Xpress Services pursuant to this Agreement, in addition to the Fees as described herein. Upon Customer's withdrawal request, ODFI will effect withdrawal of the relevant Transaction funds from the Program Account to the Customer Account. For avoidance of doubt, Customer hereby designates ODFI as its agent for purposes of sweeping Customer funds from the Program Account to the Sweep Program, and otherwise participating in the Sweep Program as set forth herein.

**4.0 Support Services and Service Levels; Errors:**

A. Xpress will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Xpress, from 7:00 am to 6:00 pm (MST or MDT) for Customer and Payors within the United States. The maximum response time for service shall not exceed 5:00 pm (Customer local time) of the next business day following the request for service by Customer. This support will be limited to the actual use of the Xpress internet payment system.

B. Customer must contact Xpress immediately at 1-800-768-7295 if Customer believes that: (i) a Transaction has been initiated without Customer or Payor's authorization; (ii) a Transaction has occurred that neither Customer nor Payor authorized; (iii) a Transaction has been processed incorrectly to or from the Program Account; or (iv) a Payor informs Customer that its transaction history contains an error, or Customer finds that the Program Account history contains an error (each, an "**Error**"). For clarity, if Customer gave a third party access to the relevant Program Account, and that person conducts transactions that neither Customer nor the Payor anticipated, these transactions do not constitute Errors. Customer must notify Xpress within the period required by the Rules and Regulations after any such Error first appeared in Customer or a Payor's transaction history, with such notification including all information as requested by Xpress, in order for Customer to be eligible for a remedy. Xpress will determine whether an Error has occurred as soon as reasonably practicable after Customer notifies Xpress. Xpress will inform Customer of the results of its investigation as soon as reasonably practicable after completing its investigation. Liability for Errors shall be as set forth in Section 10.

**5.0 Software or Hardware:** Customer will not receive any hardware or software from Xpress under this Agreement except as specified in Exhibit A. Customer will use its own computers and agrees to have internet services through an internet service provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Google Chrome, Microsoft Edge, or Mozilla Firefox.

**6.0 Customer Account Authorization:** Customer hereby authorizes Xpress, or its designees, to initiate Debit and/or Credit Entries to the Customer Account in accordance with this Agreement. Xpress' authority will remain in full force and effect until either (a) 90 days after Xpress has received written notification from Customer of the termination of this Agreement to provide Xpress reasonable opportunity to act upon any outstanding liabilities; or (b) all obligations of the Customer to Xpress that have arisen from this Agreement have been paid in full, including, but not limited to, those obligations described in this Agreement.

**7.0 Accepting Transactions:** Xpress will accept all completed batches from the Customer. Xpress is responsible for accepting and processing only those Transactions that have been received in a proper format and on a timely basis. Any Transaction returned to Xpress will be represented in accordance with the Rules and Regulations.

**8.0 Returned Entries:** Xpress will apply returned Transactions to the Program Account when they are received. All returns will be processed and available through Xpress software, or by other means, as agreed to by Xpress and the Customer. With respect to each Notification of Change ("**NOC**") Entry or Corrected Notification of Change ("**Corrected NOC**") Entry transmitted by Xpress, the parties shall ensure that changes requested by the NOC or Corrected NOC are made by, or on behalf of, the Customer within six (6) banking days of Xpress receipt of the NOC information from the ODFI or prior to initiating another Transaction to the Receiver's account, whichever is later.

**9.0 Reports:** Xpress will provide a detailed report of all funds transfers collected for the Customer's account. All reporting will be via the Internet.

**10.0 Limits of Xpress Liability:** Xpress will be responsible for Xpress' performance of the Xpress Services and the Additional Services in accordance with the terms of this Agreement, and applicable Rules and Regulations. Xpress does not accept responsibility for Errors, acts or the failure of others to act, including, and among other entities, banks, communications carriers or clearing houses through which ACH or check Transactions may be originated or Xpress receives or transmits information in connection with the Xpress Services or the Additional Services. Xpress shall not be responsible nor bear any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government or God, labor disputes, failures in communication networks, legal constraints or other events beyond Xpress' control.

**11.0 Representations and Warranties Regarding Payors:** Customer warrants that it will provide Xpress with relevant billing information for Payors. Customer agrees to indemnify and hold Xpress harmless from any claim or liability relating to any inaccuracy in billing information provided to Xpress. Customer further represents and warrants with respect to all ACH and check Transactions processed for Customer by Xpress that: (a) each Payor has authorized the debiting and/or crediting of his, her, or its account, (b) each ACH and check Transaction is for an amount agreed to by the Payor, (c) each ACH and check Transaction is in accordance with the Rules and Regulations and properly authorized in all other respects (d) To the best of Customer's knowledge, Payors are U.S. persons and are not the target of economic or financial sanctions imposed by any government authority. Customer agrees to comply with Xpress' requests for record retention and signature authorization. Customer hereby
grants to Xpress or its designee the right to audit these authorizations and Customer's record retention compliance, at no expense to Xpress. Customer agrees to defend, indemnify, and hold Xpress and all its agents harmless for any losses, liabilities, legal action costs or expenses incurred by Xpress as a result of any breach of these representations and warranties either intentionally or unintentionally by Customer. Customer shall cease initiating ACH and check Transactions immediately upon receiving actual or constructive notice of the termination or revocation by the Payor of authority. Customer must provide Xpress immediate notice if Client detects illegal, fraudulent, deceptive or suspicious activity associated with a Payor.

**12.0 Regulatory Compliance:**

A. Customer will use its best efforts, and bears the final responsibility to ensure that Customer's policies and procedures meet the requirements of all applicable Rules and Regulations pertaining to ACH and check transactions of any kind. Customer hereby agrees to, and otherwise assumes, all obligations under the Rules and Regulations as an originator to the ODFI with respect to all ACH Transactions, which includes without limitation the unconditional obligation of Customer to pay and indemnify the ODFI for all ACH Transactions that are returned by any Receiving Depository Financial Institution (RDFI) for whatever reason. Without limiting the obligations of Customer to the ODFI under this Agreement and the Rules and Regulations for the payment of all returned ACH Transactions, Customer agrees to execute an origination agreement with the ODFI if required by the Rules and Regulations.

B. Customer acknowledges that XBP is a technology provider and not a bank or financial institution, and – as such – the holding and movement of Customer funds as necessary for the Xpress Services or Additional Services are undertaken solely by Zions Bank. XBP is not an FDIC-insured institution. FDIC insurance protects only against the failure of insured depository institutions and not the failure of nonbanks like XBP and its affiliates.

**13.0 Record Keeping:** Customer agrees to keep full and accurate data and records of its utilization of Xpress Services, the Check Services, and of ACH and check Transactions for at least two (2) years after the date of the relevant Transaction, or such longer period as required by the Rules and Regulations. Customer understands that Xpress and the ODFI will be required to participate in certain audits of Customer in connection with the Xpress Services. Customer agrees to cooperate with Xpress and ODFI in the performance of such audits, including providing information reasonably required in the course of such audits.

**14.0 Compliance:** Customer represents and warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer will not use the Xpress Services or the Check Services, nor permit such services to be used by Payors (i) to facilitate ACH or check Transactions that are inconsistent with the limitations on the amount, velocity, or other limitations as may be established by Xpress or ODFI from time to time; (ii) to facilitate ACH or check Transactions that are inconsistent with Xpress' Acceptable Use Policy as required by the Payment Card Industry Data Security Standard (PCI DSS) as provided in Exhibit C; or (iii) in any manner that gives rise to fraud or violates, or that causes Xpress or ODFI to violate, the Rules and Regulations. Xpress will comply with all applicable compliance requirements as required by current and future Payment Card Industry (PCI) rules of operation as well as the Rules and Regulations. For avoidance of doubt, all Banking Services, including the holding and transfer of funds in connection with the Program, are performed solely by ODFI; the functions performed by Xpress in support of the Program are limited to providing technology and related to enable Customer to access the Program, including the Banking Services.

**15.0 Termination:** This Agreement may be terminated by either party upon not less than 30 days' written notice to the other party specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Xpress, Xpress shall be paid for all services performed up to the date of termination.

**16.0 Governing Law; Attorneys' Fees:** This Agreement shall be governed by and construed under the laws of the State of Oregon. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as a court may adjudge reasonable as Attorneys' fees at trial, on any appeal, and on any petition for review, in addition to other sums provided by law.

**17.0 Independent Contractors:** Both Customer and Xpress are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.

**18.0 No Warranty:** Xpress makes no warranty, expressed or implied, including warranties of merchant ability and fitness for a particular purpose. Xpress shall have no liability with respect to its obligations under this agreement for consequential, special, direct, exemplary, punitive, or incidental damages to Customer or to third parties dealing with Customer even if Xpress has been advised of the possibility of such damages, except for claims arising out of the willful misconduct or gross negligence of Xpress, its officers, agents and employees..

**19.0 Entire Agreement:** This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

**20.0 Successors and Assigns; Third Party Beneficiary:** This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors and assigns. Neither party may assign its interest under this Agreement without the prior written consent of the other; provided, that no such consent shall be required in connection with an assignment by Xpress to an affiliate. The parties hereby agree that the ODFI is a third-party beneficiary of this Agreement, and shall have the right to enforce this Agreement directly and independently against Customer including the enforcement of Customer's liability to the ODFI as an originator under the Rules and Regulations.

**21.0 Waiver:** Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

**22.0 Disclosure Notice:** Customer shall not disclose Processor's pricing, fees, or other non-public information except as required by law. If Customer receives a request for such information, Customer will promptly notify Xpress so Xpress may seek to prevent or limit disclosure.

By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

**Accepted by:**
Xpress Solutions, Inc.

Signature: Keith L Jenkins

Name (Print): Keith L Jenkins

Title: President and CEO

Date: 8/28/2025

**Accepted by:**
City of Keizer, OR

Signature: _____

Name (Print): _____

Title: _____

Date: _____

## EXHIBIT A
Fees

| Initial Configuration Fees | | |
|---|---|---|
| **PRODUCT** | **DESCRIPTION** | **RATE** |
| Payment System - Setup & Configuration | Payment System - Setup & Configuration - Online Payment Module, Auto Pay Module, Card Swipe Module | USD 2,200.00 |
| Training - Onsite Per Day | Training - Onsite Per Day - Does not include travel. You shall reimburse roundtrip airfare and hotel stay. | USD 550.00 |

| Transaction Fees | |
|---|---|
| **PRODUCT** | **RATE PER TRANSACTION** |
| Toll Free IVR Surcharge | USD 1.25 |
| Pay by Text Surcharge | USD 0.25 |
| Bank Bill Pay Transactions | USD 0.59 |
| Credit/Debit Card Transactions | USD 1.00 |
| EFT Transactions | USD 1.00 |
| EFT Returned Item Basic - Invalid account number or unable to locate account | USD 7.00 |
| EFT Return NSF or Account Closed | USD 14.00 |
| EFT Return Stop Payment or Charge Back | USD 30.00 |
| Toll Free Operator Assisted Surcharge | USD 2.00 |
| XBP Deposit Account Withdrawals (6 Free Per Month then $6.25) | USD 6.25 |

| Maintenance & Support |
|---|
| **PRODUCT** |
| Monthly Support & Hosting - $0.055 per customer bill. Minimum $100. |
| Monthly Account Maintenance Fee - $29 - Waived if you keep a $25,000.00 minimum balance in your Xpress Deposit Account |

| Hardware | | | | |
|---|---|---|---|---|
| **PRODUCT** | **DESCRIPTION** | **RATE** | **QTY** | **NET PRICE** |
| USB Card Reader | USB Card Reader | USD 85.00 | 1 | USD 85.00 |

**Additionally, merchant services will be needed for card processing. Merchant service fees will be billed directly from the merchant service provider.*

**Special Order/Invoicing Terms (if any):**

This contract will replace and supersede CivicPay Online Subscription. Upon Xpress Bill Pay go live, customers will receive a prorated credit for any prepaid, unused maintenance fees that will be applied to the customer's first invoice.

**EXHIBIT B**
Customer Account Information

Please provide the following information regarding Customer's bank account to which the debit entries will be directed for the payment of the Fees:

Name on Account: _____

Account Type: _____

Routing Number: _____

Account Number: _____

Bank Name: _____

Federal ID #: _____

# EXHIBIT C
# ACCEPTABLE USE POLICY

**Introduction**

Xpress Bill Pay is committed to providing high-quality payment services for its customers. This Acceptable Use Policy (the "Policy") is designed to assist in protecting the Service, our Users, and the Internet community as a whole from improper and/or illegal activity over the Internet. By using the Service, you acknowledge that you and your Users are responsible for compliance with the Policy. You are responsible for violations of this Policy by any User that accesses the Services through your account. The Policy will be updated and revised occasionally and posted to the Xpress Bill Pay website. The Company reserves the right to modify this Policy at any time, effective upon posting at https://secure.xpressbillpay.com/mktg/AcceptableUsePolicy.pdf.

**Purpose/Scope**

The purpose of this Policy is to help protect the Company's network, each of the Company's clients and third-party users of the Internet, generally from harassing, deceptive, irresponsible and/or illegal activities.

The scope of this policy is all the Company's clients.

**Policy**

This Policy governs the usage of the Company's network by any person (regardless of whether that person is a Customer). Each person utilizing the Company network in any manner is responsible for complying with this Policy, and for providing assistance to the Company in furtherance of the objectives hereof, as the Company may request from time to time. The Company's Clients will be held solely responsible for the actions (or inactions) of any of their customers, downstream users, or third-party agents that use the Company's Network.

**1.1 Prohibited Actions**

It shall be prohibited by this Policy to utilize the Company network in any manner which, in the sole discretion of the Company, is (A) illegal, disruptive, harassing or deceptive, or (B) a risk to the Company's network, its stability or security, or (C) inconsistent with this Policy and/or the Company's Rules and Regulations and/or any rules or policies of upstream Company network service providers. Set forth below, is a non-exclusive list of certain actions, omissions, etc., which are expressly prohibited under this Policy:

- Transmitting, distributing or storing any material in violation of applicable law, code or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, protective order, contract, or other intellectual property right used without proper authorization. Also prohibited is material that is obscene, libelous, defamatory, constitutes an illegal threat, and/or violates export control laws.

- Sending unsolicited bulk email messages and/or other advertising material to individuals who did not specifically request such material. This includes, but is not limited to, messages sent as email, "Spam," ICQ traffic, instant message traffic, GSM/GPRS data, or posting the same or similar message to one or more news groups (excessive cross-posting or multiple-posting). The Company's accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or the policy of the other provider. The Company reserves the right, in its sole discretion, to determine whether commercial email on the Company's Network complies with this Policy.

- Utilizing the Company's network (or any relay, proxy or other network element in conjunction with the Company network) to (A) forge the signature, IP address or other identifying mark or code of any other person, (B) impersonate or assume the identity or any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the user, including system identification information.

- Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "hacking" or "cracking"). This includes providing, or assisting in the provision of names, passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code.

- Obtaining or attempting to obtain service by any means or device with intent to avoid payment, violate policies or violate law. If a user is restricted or terminated from the Company's network, it is prohibited for a customer to make such services available to such user in an indirect manner.

- Unauthorized access, alteration, destruction, or any attempt thereof, of any information of the Company or any of the Company's clients or end-users by any means or device. This includes any deliberate or other attempt or activity to distribute or post any virus, worm, Trojan Horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Company's network or the network of a third-party;

- Knowingly engaging in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to users whether on the Company's network or on another provider's network.

- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy or the Policy of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send e-mail spam, initiation of pinging, flooding, mail-bombing, denial of service attacks, and piracy of software.

- Using the Company's network in any manner which interferes with the use of the Company's network by other customers or authorized users.

- Utilize the Company's network in any manner that might subject the Company to unfavorable regulatory action, subject the Company to any liability for any reason, or adversely affect the Company's public image, reputation or goodwill, including, without limitation, sending or distributing obscene, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by the Company in its sole discretion.

- Using the Company's network to host, access, promote or otherwise distribute any child pornography or obscenity.

- Causing or allowing the Company's network and/or the customer, its IP space or other elements of identification to be placed on so-called "SPAM Block Lists," "Spam Early Warning Systems," or other directories of spam or unsolicited bulk email originators and/or network abusers. It shall be incumbent upon each of the Company's Clients to monitor and modify their usage, and that of their users and customers, to ensure compliance with this Policy generally, and also of this provision specifically.

**1.2 Enforcement**

The Company reserves the right, with or without notice, to restrict, block, modify or terminate services to any Client or user upon the threat or occurrence of a violation to the Policy. The Company reserves the right to cooperate with any court, law enforcement agency, investigator or network service provider in the investigation of threats to the integrity, stability, reliability and/or legality of the products and services offered by the Company and of any violations to the Policy.

**1.3 Client Duties**

Each Client is obligated to assist the Company in the investigation of any threatened, alleged or actual violation of this Policy. The Client shall cooperate with designees of the Company in this regard. Clients of the Company are responsible for immediately reporting to the Company any issue which could compromise the stability, service or security of any user or system connected to the Company's network.

**1.4 Client Password Policy**

The Company's clients are required to follow the payment industry's user identification (User ID) and password best practices to protect the Company's sensitive credit card data. Client User IDs and passwords must meet the following requirements:

- User IDs must be unique to an individual and forever connected with a single user to whom it has been assigned.

- User must never share their IDs and/or passwords.

- Users must choose easily remembered passwords that are, at the same time, difficult for unauthorized parties to guess.

- Passwords are required to have a minimum of seven (7) characters.

- Passwords must meet strong password requirements. Passwords will contain both alphabetic and numeric characters. Passwords will also utilize upper and lower case letters and symbols.

### 1.5 Reports and Complaints

Any reports or complaints about the use or misuse of the Company's products or services should be directed to:

Xpress Solutions, Inc.
108 South 700 East
American Fork, UT 84003
800-768-7295
security@xpressbillpay.com

### 1.6 Digital Millennium Copyright Act

Xpress Solutions, Inc. maintains a separate policy on the handling of complaints under the Digital Millennium Copyright Act, which may be requested by sending an email to info@xpressbillpay.com.

### 1.7 Handling Charges

The Company reserves the right to assess a handling fee, at its usual emergency project labor rate, to respond to abuse complaints incurred by the Company relating to a client and/or to handle, address, clean up and/or correct damage done to the operation of the Company's Network and business operations supported thereby. The fees will be billed in one (1) hour minimum increments. The Company hereby agrees to waive such fee for the first instance per customer of any such complaint, but shall impose the fee from and after the second such complaint.

City Council Meeting Date: September 15, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Adam Brown, City Manager
Melissa Bisset, City Recorder

Subject: Keizer Chamber Holiday Events

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**Proposed Motion**

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

AND

I move the City Council adopt Resolution R2025-___ Authorizing Temporary Uses Subject to Conditions for Keizer Holiday Lights Parade (2025).

## I. Summary

The Keizer Chamber of Commerce is requesting the City Council authorize the annual Keizer Holiday Lights Parade event for 2025.

## II. Background

A. In 1990, the City Council passed Ordinance 90-193 (An Ordinance Prohibiting Street Vendors) that prohibits the selling of any commodity or service upon any street, sidewalk or public right-of-way. Such Ordinance became Keizer Code Section 36-1 upon codification. There is a provision that allows for suspension of such regulations during a festival. The suspension is done by a City Council Resolution.

B. In 2004 the City Council passed Ordinance 2004-489 (now Keizer Code Appendix A), amending Section 2.203 of the Keizer Development Code (Ordinance No. 98-389), which regulates “Permitted Temporary Uses”. This amendment affords Council discretion in authorizing “additional temporary uses” during a specific event or festival and specifically allows for the Council to authorize temporary signage in conjunction with a temporary use. The Development Code reads as follows:
*Additional Permitted Temporary Uses. The City Council may, by resolution, authorize additional permitted temporary uses during a specific event or festival. This may include setting forth reasonable types of uses, appropriate zones for such uses, temporary signs and any time restrictions the Council finds necessary to*

*protect the health, safety and welfare of the Public. (Keizer Code, Appendix A Section 2.203.04.E)*

C. The Keizer Holiday Lights Parade is a significant community event that is beneficial to the citizens of Keizer and the surrounding communities. This activity is being organized under the leadership of the Chamber of Commerce.

D. The event will take place on December 13, 2025 this year. The Keizer Chamber of Commerce submitted a packet of materials relating to the event for approval, a copy of which is attached.

E. In addition to the permits, the Chamber specifically requests authority to place up to eleven food trucks/carts at potentially each of the following locations:

1. Saint Edward Catholic Church
2. Willamette Valley Bank
3. Simonka House
4. US. Bank
5. Coopercreek Mercantile
6. Crossroads Fellowship at Faith Lutheran
7. Keizer Sub Shop
8. Remodeling by Classic Homes
9. ABB Stoves Hearth & Home
10. Radness Ensues & Becka Makes Buttons
11. SMI Real Estate & Property Management

F. The application and temporary use permit fees are approximately $66. The K23 coverage fee is approximately $1,300.

G. Typically, the City provides police and public works staffing for the parade. Those costs are estimated to be $7,500 and were included in the budget.

H. The City, as part of its agreement with the Keizer Chamber of Commerce, has waived the fees for the Holiday Lights Parade.

## III. Current Situation

A. Keizer Code Section 36-1 requires that the City Council, by Resolution suspend the regulations regarding vendors. A Resolution is attached for your consideration. This Resolution prohibits any interference with pedestrian, vehicular, or parade traffic.

B. The Keizer Code Appendix A requires that the City Council, by Resolution, authorize permitted temporary uses during a specific event or festival.

C. The Keizer Chamber of Commerce has requested temporary uses that are not allowed without permission, including the allowance of food trucks.

D. To allow the Keizer Holiday Lights Parade events to take place as requested, the City Council needs to adopt a Resolution outlining the specific uses allowed during the events. The attached Resolution approves the request with conditions that were

imposed last year.

## IV. Analysis

A. **Strategic Impact** - No strategic impact. This action brings the community together and benefits the citizens of Keizer and the surrounding communities.

B. **Financial** - The direct financial impact of this request is $8,866, including police and public works staffing costs which have already been budgeted.

C. **Timing** - Adoption of the Resolutions will allow the Keizer Holiday Lights Parade to occur on December 13, 2025.

D. **Policy/Legal** - Allowing the event with food trucks and signage as requested is a Council policy decision.

## V. Alternatives

A. Adopt the attached Resolutions with conditions that allow the event as requested.

B. Adopt a Resolution with amended conditions to allow the event to occur and to allow the food trucks and parade as requested.

C. Take no action and the event will not take place.

## VI. Recommendation

Council should adopt the Resolution authorizing a temporary suspension of the Ordinance prohibiting street vendors. Council should then adopt the Resolution authorizing temporary uses subject to conditions for the Keizer Holiday Lights Parade.

## Attachments

1. Chamber Request
2. Parade Map
3. Holiday Lights Parade Permit Application
4. RES_CC_Suspension of Vendor Ordinance for Holiday Light Parade_9 15 2025
5. RES_CC_2025 Keizer Holiday Light Parade_9 15 2025
6. EXH_CC_Exh A - Resolution 2025 Keizer Holiday Lights Parade_9 15 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."*

KEIZER CHAMBER OF COMMERCE

4118 River Road N
Keizer, Oregon 97303
KeizerChamber.com

**August 22, 2025**

**To:** Mayor Clark and Keizer City Councilors
Adam Brown, Keizer City Manager

**From:** Keizer Chamber of Commerce, Shaney Starr

**Subjects:** Keizer Holiday Events (Christmas Tree Lighting and Holiday Light Parade)
Special Event Permit (see attached)
Sign Code Variance request
Street Closure request

**Keizer Chamber is proud to partner with the City of Keizer and many local area businesses to bring the spirit of the holidays beginning with Thanksgiving to the streets within our community. Below please find details for the Christmas and the Keizer Holiday Lights Parade.**

**Chamber Events Date and Times:**
**Christmas Tree Lighting *Start time 6-7pm***
**December 2nd The Christmas Tree Lighting takes place at Walery Plaza, Christmas Caroling, Santa arrives for to help light the tree, Candy canes given for all kids! Free cookies and hot cocoa will be offered to all. The McNary High school choir will be singing, and this year and the Army National Guard Band will be playing live music.**

**Keizer Holiday Lights Parade**
**Keizer Holiday Lights Parade is a community wide celebration of the unique spirit of Keizer. Held the Second Saturday of December each year, this year falling on December 13th, 2025. Keizer Holiday Lights Parade is a one-day event in which we celebrate the Holiday's with a Light Parade. The Holiday Lights Parade Committee, a function of the Keizer Chamber of Commerce, oversees the scheduling of events and the promotion of the Parade. The Chamber will, in cooperation with the City of Keizer, facilitate the Keizer Holiday Lights Parade.**
**Parade – *start time 7:00pm***
**December 13 Staging at Lockhaven (3:00pm – 9:00pm)**
**Parade on River Rd from Lockhaven to Glynbrook.**
**Disbandment begins at Glynbrook to Plymouth (side streets of River Rd.)**

**EXECUTIVE BOARD**

Jeremy Turner

Louis Risewick

Jane Lowery

Marla Bunn

Tami Levin

**DIRECTORS**

Alex Aguilar

Jenn Benavidez

Brian Canini

Misti Cook

Travis Gordon

Leeann Tarter

Jonathan Thompson

Dave Walery

**503.393.9111**
info@KeizerChamber.com
@KeizerChamber

KEIZER CHAMBER OF COMMERCE

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**Description of Events:**
**Parade – Parade 60+ entries of floats, bands, cars, and marching groups. Noise will be generated during the parade along River Rd from bands and other entries providing live and recorded music. All floats will be illuminated to participate.**

**6:00pm-9:00pm Food Trucks and vendors available for public (Indicated on the Food Truck Map provided) Free Hot Chocolate, Coffee, and Goodies available for the public too.**

| Street Closures | Days' | Time | Location |
|---|---|---|---|
| River Road | December 13th | 6:15pm-9:00pm | Lockhaven to Plymouth |
| Lockhaven | December 13th | 3:00pm-9:00pm | McClure to River Rd |
| Cherry Ave | December 2nd | 5:30-7:30pm | Greenwood to Manbrin |

**Parade Detours**
**West and east bound traffic will be able to cross River Rd at Chemawa Rd until the main parade lead float/entry approaches the intersection.**

**North/South Detour (west of River Road)- north and south bound traffic via: McNary Estates Drive (back gate), McClure St., Lockhaven (west of McClure St), Windsor Island Rd/Shoreline, Wayne, Rivercrest, Sunset, 5th, Fall Creek Dr., Sandra Ave., Dorcas, Jack St, and Stark**

**North/South Detour (east of River Road) – north bound traffic via: Plymouth, Cherry Ave. and Salem Parkway**

**North/South Detour (east of River Road) –south bound traffic via: Manzanita, Trail, Lockhaven, Verda, and Salem Parkway**

**North end of River Road gradually will open as end of parade continues south.**

**Event Parking**
**Parking will be available in various area lots of unoccupied businesses, and alongside streets.**

**Promotional Event Signs, Banners**
**The Keizer Holiday Lights Parade Committee will embark on decorating the City with Holiday Lights Parade Street Banners at the vacant lot on River Rd & Bever, the vacant lot next to Willamette Valley Bank, Chemawa Rd., Lockhaven Dr. and**

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KEIZER CHAMBER OF COMMERCE

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on participating business storefronts, promoting the Parade. Starting November 25th, 2025.

**Other Permits and Agencies**

The Keizer Chamber of Commerce will require all food concessionaires to obtain Temporary Restaurant Licensing from Marion County Health Department. We will also require they have the proper insurance for this event.

The Keizer Holiday Light Parade Committee asks the City of Keizer limit mobile street vending during the parade be exclusive to those who have registered with the Parade, through the Chamber's required processes. (Local Schools, Youth, and Non-Profit organizations given priority).

**Security & Safety**

Keizer Police Department has established an Incident Action Plan in partnership with input provided by the Keizer Chamber and event planning committee for the Keizer Holiday Lights Parade.

All activities will be monitored with volunteers for each event as well as staff of the Keizer Chamber of Commerce.

**Clean Up**

The Keizer Chamber will provide cleanup for the parade route with Chamber Volunteers and by partnering with Chamber members. Garbage cans, street cleaning and porta potties will be offered during the Tree Lighting and the Parade.

Respectfully,

Shaney Starr, MS
Interim Executive Director
Keizer Chamber of Commerce

**EXECUTIVE BOARD**

Jeremy Turner

Louis Risewick

Jane Lowery

Marla Bunn

Tami Levin

**DIRECTORS**

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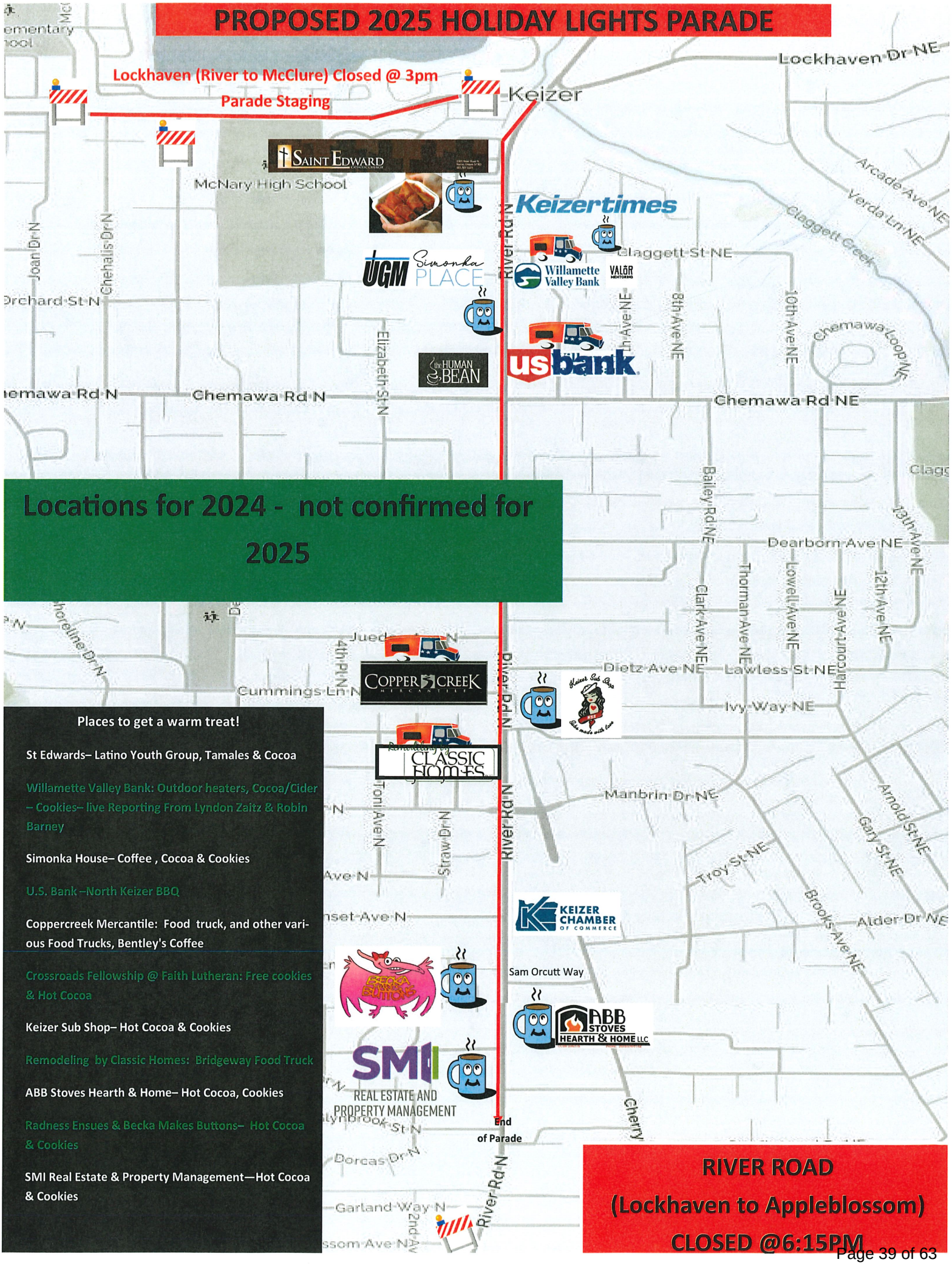
# PROPOSED 2025 HOLIDAY LIGHTS PARADE




## Locations for 2024 - not confirmed for 2025

**Places to get a warm treat!**

St Edwards– Latino Youth Group, Tamales & Cocoa

Willamette Valley Bank: Outdoor heaters, Cocoa/Cider – Cookies– live Reporting From Lyndon Zaitz & Robin Barney

Simonka House– Coffee , Cocoa & Cookies

U.S. Bank –North Keizer BBQ

Coppercreek Mercantile: Food truck, and other various Food Trucks, Bentley's Coffee

Crossroads Fellowship @ Faith Lutheran: Free cookies & Hot Cocoa

Keizer Sub Shop– Hot Cocoa & Cookies

Remodeling by Classic Homes: Bridgeway Food Truck

ABB Stoves Hearth & Home– Hot Cocoa, Cookies

Radness Ensues & Becka Makes Buttons– Hot Cocoa & Cookies

SMI Real Estate & Property Management—Hot Cocoa & Cookies

**RIVER ROAD**
**(Lockhaven to Appleblossom)**
**CLOSED @6:15PM**

# CITY OF KEIZER

# PARADE, SPECIAL EVENT, OR BLOCK PARTY PERMIT

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

Shaney Starr
Name of Applicant/Person Responsible

Keizer Chamber of Commerce
Name of Organization/Group

4118 River Rd N Keizer, OR 97303
Applicant's Address

August 4th, 2025
Date Application Submitted

(503) 393-9111
Preferred Phone Number

executivedirector@keizerchamber.com
Email Address

Type: Parade (O) Walk (O) Run (O) Bike Race (O) Block Party (O) Special Event (◉) _____

Name of Event: Holiday Lights Parade

Date of Event: December 13th, 2025 Beginning and Ending Time of Event: 7:00pm - 9:00pm

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

Holiday Lights Parade with floats, walking groups, and Santa Claus. To have a free community holiday celelbration for the whole city to attend. Lockhaven and River Rd

If applicable, describe in detail the portion of the street to be closed: The entire road. Lcokhave & River Rd to River Rd & Appleblossom

Number of Persons expected to participate: 500+ Number of Vehicles: 50+

Number of Animals: 20+ Will charity, gratuity, or offerings be solicited or accepted? No

Will sales of food, beverages, or other merchandise occur? Yes

Will event include mobile food trucks? [redacted]
No

Is parking requested to be restricted or prohibited during the event? No

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

Sound will be amplifies from floats and we will have parade announcers at Willamette Valley Bank and Walery's Plaza

Clean-up Arrangements: Chamber has a volunteer clean up crew.

Proposed Route: See attached parade route

Assembly Location: McNary High School parking lot and Lockhaven

Disassembly Location: Glynbrook and River Rd.

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

**Complete this section for Long Term Events**

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

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

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

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

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

Date you placed signs at each location of entry to the Affected Area? _____

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

_____

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

**This permit is subject to the following conditions:**

1. No alcoholic beverages are permitted on City-owned streets unless an OLCC license has been issued for the event, liquor liability insurance has been issued acceptable to the City, and the event has been permitted by the City with alcoholic related conditions.

2. All residents living adjacent to the proposed closure or businesses located adjacent to the proposed closure have been notified of the event.

3. If determined by City Manager, barricades, cones or other devices may be required. Applicant must work with City staff to ensure placement, maintaining and removal of any devices.

4. Signage must comply with the current Keizer Sign Regulations. If signage does not comply with the Keizer Sign Regulations, Applicant must request staff to request Council to consider the signage requested.

5. Applicant is responsible for monitoring of sound during event. Applicant must comply with all applicable regulations and law, including, but not limited to the Keizer Noise Ordinance.

6. Participants shall yield right-of-way to vehicular traffic, unless directed otherwise by a police officer.

7. The event will be conducted in such a manner as outlined in the ordinance to ensure the safety of the participants and spectators.

8. Permittee shall be responsible for clean up of areas and removal of all paraphernalia and debris as a result of this event.

****NOTICE****

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

INSURANCE CO. Hanover Insurance Company POLICY NO. OH2H066657

COVERAGE LIMITS $2,000,000

****PERMIT REVOCATION****

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

****APPLICATION SIGNATURE****

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

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

8/4/2025

**SIGNATURE** **DATE**

Name of Applicant: Shaney Starr Name of Event: Holiday Lights Parade

**********

FOR CITY USE ONLY

**APPROVED ROUTE AND/OR POLICE, PUBLIC WORKS, AND FIRE DISTRICT COMMENTS:**

_____
_____
_____
_____
_____

**Approved by:** _____ Date: _____
**Keizer Police Department**

**Approved by:** _____ Date: _____
**Keizer Public Works Department**

ADDITIONAL CONDITIONS:

_____
_____
_____
_____

**Approved by:** _____ Date: _____
**City Manager**

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

AUTHORIZING A TEMPORARY SUSPENSION OF THE CODE PROHIBITING STREET VENDORS

WHEREAS, the City of Keizer Ordinance adopted in 1990 which prohibits street vendors in the City of Keizer became Keizer Code Section 36-1;

WHEREAS, the Code allows for suspension of these regulations during a festival;

NOW, THEREFORE,

BE IT RESOLVED that a temporary suspension of the Code prohibiting street vendors is hereby granted and street vendors will be permitted on Saturday, December 13, 2025 from 5:00 p.m. to 11:00 p.m.

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

BE IT FURTHER RESOLVED that at no time shall any person interfere with, impede or block pedestrian, vehicular or parade traffic in any manner whatsoever or unreasonably interfere with viewing the parade. Street vendors shall not operate on private property.



Keizer City Attorney
930 Chemawa Rd NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

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

PASSED this _____ day of _____, 2025.

SIGNED this _____ day of _____, 2025.

_____
Mayor

_____
City Recorder



Keizer City Attorney
930 Chemawa Rd NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

AUTHORIZING TEMPORARY USES SUBJECT TO CONDITIONS FOR KEIZER HOLIDAY LIGHTS PARADE (2025)

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

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

WHEREAS, the Keizer Chamber of Commerce has requested the City to authorize a temporary use for the Keizer Holiday Lights Parade, including, but not limited to placement of food booths, stands, trucks or carts in specific locations during the events;

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

NOW, THEREFORE,



Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

BE IT RESOLVED by the City Council of the City of Keizer that the 2025 Keizer Holiday Lights Parade is authorized as specific temporary uses and the hours of operation, allowance for booths/stands for the events, and signage for the events are hereby allowed pursuant to the design, restrictions and conditions as set forth in the attached Exhibit "A" which is incorporated herein by this reference.

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

PASSED this _____ day of _____, 2025.

SIGNED this _____ day of _____, 2025.

_____
Mayor

_____
City Recorder



Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

EXHIBIT “A”

Design, Restrictions and Conditions

The City Council approves the proposed temporary use, hours of operation, placement of food trucks/carts, and signage for the 2025 Keizer Holiday Lights Parade as follows:

1. Except as set forth in this decision, the 2025 Keizer Holiday Lights Parade shall be routed, staged, disbanded, operated and conducted pursuant to the Special Event Permit application submitted by the applicant as approved by the Keizer Police Department and Public Works Department.

2. Except as noted below, the 2025 Keizer Holiday Lights Parade may have one (1) food truck/cart located at each of the following locations :

    - Saint Edward Catholic Church
    - Willamette Valley Bank
    - Simonka House
    - U.S. Bank
    - Coppercreek Mercantile (one in addition to the food trucks already located at this location)
    - Crossroads Fellowship
    - Keizer Sub Shop
    - Remodeling by Classic Homes
    - ABB Stoves Hearth and Home
    - Radness Ensues & Becka Makes Buttons
    - SMI Real Estate and Property Management

    All food trucks/carts shall be placed on a parking lot or other hard surface area.

    No food truck/cart may be placed without the property owner’s permission. All food trucks/carts shall be subject to the conditions further described herein as well as the sign code. Such food trucks/carts may be placed no earlier than noon December 13, 2025 and must be removed no later than noon December 14, 2025 and may not be located on any public road or sidewalk. The exact site location is subject to approval by the Planning Director.

3. No electronic signs of any type are allowed, unless required by the Keizer Police Department or Public Works Department for safety reasons.

4. The 2025 Keizer Holiday Lights Parade may have four (4) banners not to exceed 32 square feet advertising the events. The locations of such banners must have prior approval of the Planning Director. Such banners may be placed no earlier than November 25, 2025 and must be removed no later than December 14, 2025.

5. The 2025 Keizer Holiday Lights Parade may have a hand sign or flag located at the Focal Point. Such sign or flag may be placed no earlier than November 25, 2025 and must be removed no later than December 14, 2025. The hand sign or flag shall not exceed the allowable size as stated in the sign code.

6. Signs, banners, flags and balloons shall be placed to ensure there shall be no traffic interference or distraction, and if deemed to be a hazard by the Planning Director, shall be removed immediately upon notice. Balloons shall be placed in such a manner so as to not present a potential to damage light fixtures or landscaping.

7. No other signs are allowed.

8. No signs, flags, balloons or other items may be placed in the right-of-way, except for banners referenced in Section 4. No signs shall be placed on private property without the specific permission of the private property owner. Other than banners referenced in Section 4, placement of any sign in any public right-of-way or sidewalk easement shall cause the City to remove such signs immediately without notice. In such instance, the Keizer Holiday Lights Parade shall be billed for City staff time, including benefits.

9. If required under applicable regulations, any food vendor shall obtain a license from Marion County Environmental Health or similar county agency prior to operating.

10. Any food truck/cart or other vendor shall not obstruct pedestrian pathways, driveways or drive aisles and shall not create a traffic or safety hazard.

11. Any paper, cardboard, wood, or plastic containers, wrappers, or any litter or material is to be picked up by the vendor.

12. All food trucks/carts must remain capable of being moved at any time.

13. All activities shall comply with Keizer Police Department's direction and requirements of Keizer Fire District.

14. Any food truck/cart not removed by December 14, 2025 may be immediately removed by City staff without notice and the Keizer Holiday Lights Parade shall be billed for staff time at the hourly rate of staff person including benefits for removing the food truck/cart.

City Council Meeting Date: September 15, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Joseph Lindsay, City Attorney

Subject: Ordinance Relating to Truancy - Second Reading

---

**Proposed Motion**

I move that the City Council adopt Ordinance No. 2025-___ Relating to Truancy; Amending Keizer Code Section 26-6.

## I. Summary

The ordinance that became Keizer Code Section 26-6 was adopted in 2014. More recently, state laws have been revised to disallow imposing fines on children in truancy situations, so an amendment needs to be made to the Code to bring it into alignment with state law. This matter was before the City Council at its September 2, 2025 meeting. Because the vote was not unanimous, it requires a second reading.

## II. Background

A. Keizer City Council adopted Truancy laws in 2014. Violations of the truancy rules were considered civil infractions and the Keizer Code allowed fines to be imposed against truant children. More recently the state laws around truancy have been revised to disallow children from being fined for violations of truancy laws.

B. The Keizer City Council voted on this Ordinance at its September 2, 2025 meeting. Because it did not receive an unanimous vote, it requires a second reading.

## III. Current Situation

A. Keizer City Council adopted Truancy rules in 2014. Since that time, state statutes have been revised so that the children were not fined for violations. Parents are allowed to be fined. Housekeeping to Keizer Code needs to be made to bring Keizer Code in alignment with state law. Because the Ordinance did not receive an unanimous vote at the September 2, 2025, it is before you for a second vote.

## IV. Analysis

A. **Strategic Impact** - None.

B. **Financial** - None.

C. **Timing** - No specific timing other than to bring the Keizer Code in compliance with state law.

D. **Policy/Legal** - To be in compliance with state law, Keizer City Council needs to revise the Keizer truancy rules. Only the Keizer City Council can adopt Ordinances. Because the Ordinance did not receive an unanimous vote at the September 2, 2025 meeting, a second reading and vote is required under Keizer 2020 Charter.

## V. Alternatives

A. Adopt the attached Ordinance.

## VI. Recommendation

Staff recommends that the City Council adopt the attached Ordinance.

## Attachments

1. ORD_CC_Amending Section 26-6 -Truancy_9 2 2025
2. EXH_CC_Sec._26-6.-Truancy_9 2 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."*

A BILL ORDINANCE NO. 2025-_____

FOR

AN ORDINANCE

RELATING TO TRUANCY; AMENDING KEIZER CODE SECTION 26-6

The City of Keizer ordains as follows:

Section 1. Keizer Code Section 26-6 is 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



**Keizer City Attorney**
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

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

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

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

PASSED this _____ day of _____, 2025.

SIGNED this _____ day of _____, 2025.

_____
Mayor

_____
City Recorder



**Keizer City Attorney**
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

## Sec. 26-6. Truancy.

(a) *Children required to attend school.* All children between the ages of seven and 18 years who have not completed the 12th grade are required to attend regularly a public full-time school of the school district in which the child resides or comply with the exemptions set forth in ORS 339.030 and state regulations thereunder.

(b) *Children not to be in a public place.* No child between the ages of seven and 18 years who has not completed the 12th grade may be in or upon any street, highway, park, alley or other public place during regular school hours unless:

(1) Such child is accompanied by a parent, guardian or other person 21 years of age or over and authorized by the parent or by law to have care and custody of the minor;

(2) Such child is engaged in a lawful pursuit or activity which requires the presence of the child or there exists a reasonable necessity for the presence of the child during regular school hours;

(3) Such child is emancipated pursuant to ORS 419B.550 and 419B.558;

(4) Such child is authorized and approved to be away from the school by the school in which the minor is enrolled;

(5) Such child is exempt from compulsory school attendance pursuant to ORS 339.030, including, but not limited to, children taught by a parent or private teacher, provided that the child and/or parent complies with all laws and regulations regarding such exemptions.

(c) *Requirements of parent or custodian.* Any parent, guardian or person having the care and custody of any child between the ages of seven and 18 years who has not completed the 12th grade is required to take reasonable steps to prevent such child from violating subsections (a) and (b) of this section and is further required to:

(1) Send such child to and maintain such child in regular attendance at a public full-time school during the entire school term;

(2) Comply with the exemption set forth in ORS 339.030 and state regulations thereunder.

(3) As used herein, the term "regular attendance" is given the meaning set forth in ORS 339.065.

(d) *Violation of section.* Violation of subsection ~~(a), (b) or~~ (c)(2) of this section is a civil infraction. The fine amounts for the violations are as follows:

(1) Maximum fine:$500.00

(2) Minimum fine:$80.00

(3) Presumptive fine:$200.00

(e) *Enforcement of section.* In addition to police officers or other persons permitted to enforce violations, the school district superintendent or education service district superintendent, or any employee specifically designated by either superintendent, may issue citations for violations under this section. Prior to a superintendent or designated employee issuing a citation, such party shall provide notice and take action as similar to the requirements of ORS 339.095(2).

(f) *Taking child into custody.* Any police officer having reasonable grounds to suspect that a child between the ages of seven and 18 years to be in violation of subsection (a) or (b) of this section may contact the minor and make an investigation as may be necessary and reasonable to determine if the child is in violation of this section. If the police officer has probable cause to believe that a child is in violation of subsection (a) or (b) of this section, the police officer may:

(1) Take the child into custody and deliver the child to the child's school principal or designee or to the child's parent or legal guardian;

(2) Refer the child to the county juvenile department.

(Ord. No. 2014-713, §§ 1—6, 12-15-2014)

State law reference(s)—Compulsory school attendance, ORS 339.010 et seq.

City Council Meeting Date: September 15, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Shane Witham, Planning Director

Subject: Ordinance - Open Burning and Other Prohibited Burning

---

**Proposed Motion**

I move that the City Council adopt Ordinance No. 2025-___ Relating to Open Burning; Amending Keizer Code Chapter 18, Article III.

## I. Summary

The proposed ordinance will amend the "backyard burning" provisions to clean up the ordinance and provide consistency with state laws. This is part of the process of ordinance clean-ups that have been pursued as a result of the codification process. The proposed change will also prohibit the burning of trash and other illicit materials inside a fireplace or woodstove.

## II. Background

A. The backyard burning ordinance became Chapter 18, Article III, Sections 18-50 through 18-54 of the Keizer Code upon codification. This ordinance has been reviewed as a part of the overall clean-up process that has been undertaken by the legal department in conjunction with affected departments to assure compliance with state law and address any known deficiencies or issues.

B. Minor changes are proposed to the ordinance to provide consistency and to afford the city a tool to address complaints regarding individuals burning trash and other household materials inside woodstoves or fireplaces.

C. Code Enforcement receives complaints every year regarding this issue and currently the code is silent on burning that is happening within a woodstove or fireplace in someone's home. Historically, we have referred concerned citizens to DEQ (department of environmentally quality) for the air quality concerns, but citizens have expressed the response has not been adequate to address these issues.

D. The proposed change will provide a clear standard that the City will be able to use to educate homeowners of the importance of burning appropriate materials both outside for recreational purposes, as well as inside for heating their homes.

## III. Current Situation

A. The proposed changes have been prepared which will update Chapter 18, Article III of the Keizer Code pertaining to open burning and other prohibited burning.

## IV. Analysis

A. **Strategic Impact** - n/a

B. **Financial** - n/a

C. **Timing** - There is no specific timing requirement, but making the changes prior to the colder fall and winter months will implement a useful tool for the City to address future concerns related to burning prohibited materials within a woodstove or fireplace.

D. **Policy/Legal** - The legal department has reviewed and prepared the ordinance for adoption

## V. Alternatives

A. Adopt the attached ordinance.

B. Direct staff to make modifications to the proposed ordinance and bring back for adoption.

## VI. Recommendation

Staff recommends that City Council adopt the attached ordinance related to open burning and other prohibited burning

## Attachments

1. ORD_CC_Amending Code-Open Burning_9 15 2025
2. EXH_CC_Open Burning_9 15 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."*

A BILL ORDINANCE NO. 2025-_____

FOR

AN ORDINANCE

RELATING TO OPEN BURNING; AMENDING KEIZER CODE CHAPTER 18, ARTICLE III

The City of Keizer ordains as follows:

Section 1. Keizer Code Chapter 18, Article III is 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



**Keizer City Attorney**
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

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

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

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

PASSED this _____ day of _____, 2025.

SIGNED this _____ day of _____, 2025.

_____
Mayor

_____
City Recorder



**Keizer City Attorney**
930 Chemawa Road NE
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# *ARTICLE III. OPEN BURNING[1] AND OTHER PROHIBITED BURNING[2]*

## Sec. 18-50. Nuisance declared.

The city council hereby finds that open burning and other prohibited burning (except as exempted in section 18-52) constitutes a public nuisance and adversely affects the health and safety of the citizens of the city.

(Ord. No. 2001-440, § 1, 1-2-2001)

## Sec. 18-51. Burning prohibited.

(1) No person shall cause or allow to be initiated or maintained any open burning of any material within the city limits.

(2) No person shall burn household materials, garbage, trash, etc in a fireplace or woodstove ,

(Ord. No. 2001-440, § 2, 1-2-2001)

## Sec. 18-52. Exemptions.

The following types of open burning are exempt from the prohibition set forth in section 18-51:

(1) *Agricultural open burning.* The term "agricultural open burning" shall have the meaning set forth in the Oregon Environmental Quality Commission Administrative Rules. To be a valid exemption, the responsible party must first acquire a permit from the Keizer Fire District or Marion County Fire District No. 1.

(2) *Recreational fires.* Except when the city is subject to a red flag warning, b~~B~~urning of clean, unadulterated wood or charcoal contained in an outdoor fireplace, barbecue grill, barbecue pit or other receptacle with a total fuel area of three feet (914 mm) or less in diameter and two feet (610 mm) or less in height for pleasure, religious, ceremonial, or cooking purposes, so long as such fire does not emit dense smoke.

(3) *Training fires.* Fires for training purposes, or burn-to-learn fires, will be allowed only as conducted by the Keizer Fire District or Marion County Fire District No. 1.

(4) *Calamity.* If consistent with state laws, the burning of yard debris felled, carried or placed by calamity or act of God, including, but not limited to, floods, earthquakes, windstorms and the like. Prior to burning material under this exemption, an applicant must apply and receive a written waiver from the city manager. The applicant, the Keizer Fire District, Marion County Fire District No. 1, and any property owners within 500 feet of applicant's property shall receive notice of the city manager's decision. The applicant or any other party receiving notice may appeal the city manager's decision within ten days after mailing of notice. Appeal from the city manager's decision shall be to the city council. The city manager and the council shall consider the matter based on the same factors and with the same

[1]State law reference(s)—Field burning and propane flaming, ORS 468A.550 et seq.

[2] State law reference(s) – OAR 340-262-0900

consideration as set forth in the Oregon Environmental Quality Commission: Administrative Rules Division 340-264-0180 (letter permits). The city council shall hold a hearing within 30 days of receiving notice of the appeal. The city council's decision shall be final, subject only to writ of review to circuit court pursuant to ORS ch. 34. Under no circumstances shall waivers be granted unless such proposed burning is allowed under federal and state law. If a letter permit is required from the state department of environmental quality, the applicant shall acquire such letter permit prior to issuance of the waiver by the city.

(Ord. No. 2001-440, § 3, 1-2-2001)

## Sec. 18-53. Effect on other public or private regulations.

It is not the intent of this article to interfere or conflict with other laws or regulations relating to the subject matter of this article, including, but not limited to, federal and state laws and administrative rules. In addition, it is not the intent of this article to interfere with any legally enforceable condition, covenant or restriction on the use or development of land more restrictive than the provisions of this article.

(Ord. No. 2001-440, § 4, 1-2-2001)

## Sec. 18-54. Violation/abatement.

Violations of this article are infractions, and the responsible parties may be cited under chapter 1, article II. The minimum forfeiture shall be $50.00, and the maximum forfeiture shall be $500.00, plus the actual rolling rate charge if incurred by either the Keizer Fire District or Marion County Fire District No. 1. to abate the nuisance. ~~In addition, as a nuisance, the nuisance may be abated under nuisance abatement procedures set forth in chapter 24, article III.~~ These procedures and/or remedies shall not prohibit in any way any alternative remedies set out in city ordinances or state statutes intended to alleviate ~~ordinance~~ violations. The remedies set forth in this section are not exclusive but are in addition to any and all common law remedies for the abatement of nuisances.

(Ord. No. 2001-440, § 5, 1-2-2001; Res. No. R2001-1232, 1-2-2001)

## Secs. 18-55—18-81. Reserved.

City Council Meeting Date: September 15, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Joseph Lindsay, City Attorney

Subject: Civil forfeiture litigation settlement

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**Proposed Motion**

"I move to authorize City Manager to settle the civil forfeiture litigation in accordance with legal advice presented during privileged discussions."

## I. Summary

On September 2, 2025, the City Council met in executive session to discuss potential litigation. At that meeting, legal advice was presented on a potential settlement of the case. Because the City Council cannot make a decision in executive session, this motion is necessary in open session to authorize the City Manager to be able to settle this case in accordance with legal advice given at the meeting. The information from the meeting is privileged, so the details of the advice cannot be publicly disclosed. However, if a settlement is reached in the courts, then the settlement details will become public knowledge at that point.

## II. Background

A. On September 2, 2025, the City Council met in executive session to discuss potential litigation. At that meeting, legal advice was presented on a potential settlement of the case. Because the City Council cannot make a decision in executive session, this motion is necessary in open session to authorize the City Manager to be able to settle this case in accordance with legal advice given at the meeting. The information from the meeting is privileged, so the details of the advice cannot be publicly disclosed. However, if a settlement is reached in the courts, then the settlement details will become public knowledge at that point.

## III. Current Situation

A. On September 2, 2025, the City Council met in executive session to discuss potential litigation. At that meeting, legal advice was presented on a potential settlement of the case. Because the City Council cannot make a decision in executive session, this motion is necessary in open session to authorize the City Manager to be able to settle this case in accordance with legal advice given at the

meeting. The information from the meeting is privileged, so the details of the advice cannot be publicly disclosed. However, if a settlement is reached in the courts, then the settlement details will become public knowledge at that point.

## IV. Analysis

A. **Strategic Impact** - NA

B. **Financial** - Any monies or property seized through the civil forfeiture process must be allocated to various state and local agencies and can only be spent on certain policing activities in the future.

C. **Timing** - There is currently an offer of settlement.

D. **Policy/Legal** - The Council has to make decisions in open session. The Council also holds the privilege of executive session. Therefore, this decision to authorize the city manager in open session strives not to divulge any privileged information while providing the authority to act.

## V. Alternatives

A. Authorize the city manager to settle the case.

B. Have another executive session to discuss further.

## VI. Recommendation

Staff recommends moving to provide the authority to the city manager to proceed along the lines of legal advice presented in executive session.

## Attachments

None

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