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

AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION

Monday, October 6, 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**: Indigenous Peoples' Day
 - b. Introduction of Community Service Officer - Danielle Breitbach
 - c. Introduction of Officer Erik Barker, Officer David Bevens, and Officer Josiah Gillette - Badge Pinning Ceremony
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 8, 2025 City Council & Parks & Recreation Advisory Board Joint Work Session
 - b. Approval of September 15, 2025 Regular Session Minutes
8. **PUBLIC HEARINGS**
 - a. **RESOLUTION — Supplemental Budget — General Fund Police Operations — Insurance Proceeds**
9. **ADMINISTRATIVE ACTION**

- a. **ORDINANCE** - Establishing a Franchise Agreement with Ezee Fiber for the Provision of Telecommunications Services Within the City of Keizer
- b. Letter of Intent to Award Keizer Little League Management
- c. Amendment of Franchise Solid Waste Collection Rates
- d. **RESOLUTION** - Authorizing City Manager to Sign Letter of Intent with CPD Real Co, LLC (Keizer Station Area B)
- e. **RESOLUTION** - Initiating Legislative Amendments to the Keizer Code, Appendix A to Consider Amending Section 2.110.04 and Section 2.110.05 and Other Relevant Sections to Allow Auto-Related business in Area B - Keizer Station Plan in the Area by the Transit Station
- f. Discussion — Electric Vehicle Charging Station Fee Structure
- g. Recommendation from Community Diversity Engagement Committee (CDEC) regarding National Observances, Commemorative and Heritage Month Guest Speaker Guidance and Community Engagement Postcards
- h. Municipal Judge Report - Councilor Check In
- i. Discussion regarding 2026 City Council Meeting Calendar
- j. **RESOLUTION** - Amending the Keizer Emergency Planning Committee; Amending Resolution R2023-3406; Repealing Resolution R2025-3551

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 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

Monday, November 3, 2025 - 6:00 p.m.

City Council Regular Session

14. **ADJOURNMENT**

City of Keizer Mission Statement

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

“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, in 1977, the International Conference on Discrimination Against Indigenous Populations in the Americas, sponsored by the United Nations, began work to replace Columbus Day in the Americas with a celebration to be known as Indigenous Peoples' Day; and

WHEREAS, The United Nations Declaration on the Rights of Indigenous Peoples was adopted by the General Assembly on Thursday, September 13, 2007, and the United States endorsed the Declaration on December 16, 2010; and

WHEREAS, the Declaration begins by:

“Affirming that indigenous peoples are equal to all other peoples, while recognizing the right of all peoples to be different, to consider themselves different, and to be respected as such,

Affirming also that all peoples contribute to the diversity and richness of civilizations and cultures, which constitute the common heritage of humankind,

Affirming further that all doctrines, policies and practices based on or advocating superiority of peoples or individuals on the basis of national origin or racial, religious, ethnic or cultural differences are racist, scientifically false, legally invalid, morally condemnable and socially unjust”; and

WHEREAS, in August 1953, the 83rd Congress approved House Concurrent Resolution 108, which directed the government “as rapidly as possible, to make the Indians within the territorial limits of the United States subject to the same laws and entitled to the same privileges and responsibilities as are applicable to other citizens of the United States, and to end their status as wards of the United States, and to grant them all of the rights and prerogatives pertaining to American citizenship; and

WHEREAS, HCR 108 was, in reality, Termination, designed to strip the Tribal nations of the United States of their identity, force assimilation into mainstream American culture, and deny the rights of self-determination enshrined in the 374 United States – Indian treaties established between 1778 and 1872; and

WHEREAS, in 1977, the first Restoration of Oregon Tribes was achieved by the Siletz Tribe, and has been completed for nine Tribes or Tribal Confederations which have been committed to rebuilding their nations and controlling their own destiny; and

WHEREAS, the people of the city of Keizer, recognize and acknowledge that the city is built upon the homelands of the peoples of the Confederated Tribes of Siletz Indians and Confederated Tribes of the Grand Ronde and further recognize and acknowledge the many contributions made to our community through their knowledge, labor, spirituality, technology, science, philosophy, arts and culture.

NOW, THEREFORE, the Keizer City Council assembled here in Regular Session, does hereby proclaim October 13, 2025 as

INDIGENOUS PEOPLES’ DAY

AND FURTHER proclaim that the City of Keizer shall continue its efforts to promote the prosperity, dignity, respect, and self-determination of Indigenous persons in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer to be herein affixed this 6th day of October 2025.

MAYOR CATHY CLARK
City of Keizer, Oregon



MINUTES KEIZER CITY COUNCIL

Monday, September 8, 2025

Keizer Rapids Park, Wallace House Park and Bob Newton Family Park

The City Council will join the Parks and Recreation Advisory Board for a tour of Keizer Rapids Park, Wallace House Park, and Bob Newton Family Park. The meeting will convene at the Amphitheatre at Keizer Rapids Park (1900 Chemawa Road N) at 6:00 p.m. and then proceed via automobile to the other parks noted. If you are interested in joining the tour, please come to Keizer Rapids Park at 5:45 p.m. Transportation will not be provided.

CALL TO ORDER

Mayor Clark called the meeting of the Keizer City Council to order at 6:00 p.m. Chair Lawyer called the meeting of the Parks and Recreation Advisory Board to order at 6:00 p.m.

ROLL CALL

Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Shaney Starr, Council President
Soraida Cross, Council Vice
President
Kyle Juran, Councilor
Daniel Kohler, Councilor
Marlene Parsons, Councilor (and
Parks Board Liaison)

Staff:

Adam Brown, City Manager
Robert Johnson, Parks Division Manager
Melissa Bisset, City Recorder

Youth Liaison Present:

Liam Stitt

Parks & Recreation Advisory

Board Present:

Matt Lawyer, Chair
Lisa Cejka, Vice Chair
Tanya Hamilton
Michael Pantalone
Clay Rushton
David Loudon
Bob Shackelford
Jill Gust

Absent:

Gwen Carr

2025 CITY PARKS TOUR

a. Keizer Rapids Park

The Members convened at the Keizer Rapids Park - Keizer Rotary Amphitheatre.

Parks and Facilities Division Manager Robert Johnson shared about the abundance of visitors using the park on a regular basis, and he provided an update on phase II of the turf fields.

Councilor Parsons shared that there have been some complaints about dogs in the pickleball courts. The pickleball folks would like to have an ambassador program so that there would be people there daily to kindly enforce the rules. The pickleball group would be coming to the next Parks and Recreation Advisory Board meeting with suggestions on some rules to add or remove from the signage, talk about the ambassador program, and probably be applying for a parks grant.

Discussion ensued on the need to regularly maintain and update the park amenities.

b. Wallace House Park

Wallace House Park was visited.

Chair Lawyer shared about the overgrowth removal and improvements made by Keizer Rotary and the West Keizer Neighborhood Association, which resulted in the wildlife returning to the park.

Chair Lawyer also expressed appreciation for Councilor Kohler's church group, through their extremely labor-intensive efforts, made significant improvements to the landscaping. Chair Lawyer commented on a couple of hundred plants that were added.

Mr. Lawyer highlighted the pollinator garden with native plants and the new path that was added last summer.

Mr. Johnson shared that recently, the path was extended to view the wildlife and provided more access to the river.

c. Bob Newton Family Park

Bob Newton Park was visited.

Mr. Johnson shared phase II of the park's updates. The old playground was removed, and a new play structure was added. The new structure is designed for all ages, with features that are also accessible to people with disabilities. They've seen very heavy usage since it was installed.

Mr. Johnson noted that the tennis and pickleball court would continue to be a combo-court and the court would be overlaid. The court was being shifted slightly to accommodate more parking. There would be a new sidewalk added by the toy that entered into the trees, tied in with some of the picnic table areas, and providing neighborhood access.

ADJOURNMENT

Meeting adjourned: 7:17 p.m.

MAYOR:

APPROVED:

Cathy Clark

Dawn Wilson, Deputy City Recorder

Minutes approved: _____

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



MINUTES
KEIZER CITY COUNCIL
Monday, September 15, 2025
Robert L. Simon Council Chambers
930 Chemawa Road NE
Keizer, Oregon

CALL TO ORDER

Council President Starr called the meeting to order at 6:00 p.m.

ROLL CALL

Roll call was taken as follows:

Present:

Shaney Starr, Council President
Soraida Cross, Council Vice
President
Daniel Kohler, Councilor
Lore Christopher, Councilor
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
Melissa Bisset, City Recorder

Absent:

Marlene Parsons, Councilor
Kyle Juran, Councilor
Cathy Clark, Mayor

FLAG SALUTE

Council President Starr led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

a. PROCLAMATION: Hispanic Heritage Month

Guillermo Rodriguez, member of the Community Diversity Engagement Committee, introduced William Velez, Director of International Programs and Study at Lane Community College.

Mr. Velez shared about his passion for international exchange programs and promoting Oregon as a place to study. He spoke about demystifying the assumption that people have of each other and how that creates a powerful community connection. He spoke about shared common passions, beliefs, and values. He felt the diversity continued to enrich the community.

Council President Starr read the Proclamation recognizing September as Hispanic Heritage

Month and presented the proclamation to Mr. Velez.

COMMITTEE REPORTS

Lisa Cejka, Parks and Recreation Advisory Board Member shared about the Joint Parks and Recreation Advisory Board and the City Council meeting. She expressed her gratitude for all the improvements in the parks and especially appreciated the garbage cans that were installed by a Keizer Scout in Keizer Rapids Park. Ms. Cejka provided a glowing review of the Public Works staff.

Guillermo Rodriguez, Community Diversity Engagement Committee (CDEC) shared a brief summary of their last meeting and noted that the volunteer recruitment and appointment process was discussed.

PUBLIC COMMENTS

Council President Starr recognized a written public comment submitted by David and Kristie Fagan, Keizer, about speeding and safety concerns on Manbrin Drive North.

Rhonda Rich, West Keizer Neighborhood Association, shared that 10 neighbors from Manbrin came to a Traffic, Safety, Bikeways and Pedestrian (TSBP) Committee meeting to share concerns about speeding on Manbrin Drive. She shared that the City conducted a three-hour speed study. She also explained that not all of the criteria was met in the Neighborhood Traffic Management Program for traffic calming devices to be added to Manbrin Drive. She requested that the City install a speed limit sign at Manbrin and Rowan on the northwest corner to help alleviate residential safety concerns.

Kathy Hill, Keizer, had lived on Manbrin Drive for 50 years and felt unsafe. She shared that her cat had been hit by a car, and she was concerned that next time it could be a child. She shared that two families had moved because of the increased traffic. She said that there were speeders all day.

Betty Levenhagen Manbrin Drive North, shared that she called the police one day because the school busses were driving fast. She said that the officer told her that Manbrin Drive was a thoroughfare, and they could drive whatever speed they wanted. She felt that her efforts were flushable.

Councilor Kohler commented on his experience on the TSBP, speed studies that had been conducted, and that often it was a perception that the vehicles were traveling faster than they really were.

Councilor Christopher commented that it was not a thoroughfare, as it was a collector street. She felt that the cost of the sign was worth the investment to stop even one driver.

Vickie Kugler, Keizer, the Constitution Week Proclamation.

Ruby Pantalone, Keizer, shared about the Daughters of the American Revolution.

Trina Giles, shared about the National Preparedness Month event. She invited to attend the event

at the Latter Day Saints Church on the upcoming Saturday.

CONSENT CALENDAR

a. Approval of September 2, 2025 Regular Session Minutes

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

Councilor Kohler moved that the Keizer City Council approve the Consent Calendar, items a and b. Council Vice President Cross seconded. Motion passed unanimously as follows:

AYES: Starr, Cross, Kohler, and Christopher (4)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark, Parsons and Juran (3)

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

Council President Starr opened the Public Hearing.

Assistant City Manager Tim Wood summarized the staff report.

With no further testimony, Council President Starr closed the Public Hearing.

Councilor Kohler moved to 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. Council Vice President Cross seconded. Motion passed unanimously as follows:

AYES: Starr, Cross, Kohler, and Christopher (4)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark, Parsons and Juran (3)

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)

City Manager Adam Brown summarized the staff report.

Council President Starr announced that she would be abstaining from the vote.

Councilor Kohler moved to adopt Resolution R2025- Authorizing a Temporary Suspension of the Code Prohibiting Street Vendors. Council Vice President Cross seconded. Motion passed as follows:

AYES: Cross, Kohler, and Christopher (3)

NAYS: None (0)
ABSTENTIONS: Starr (1)
ABSENT: Clark, Parsons and Juran (3)

Councilor Kohler moved to adopt Resolution R2025- Authorizing Temporary Uses Subject to Conditions for Keizer Holiday Lights Parade (2025). Council Vice President Cross seconded. Motion passed as follows:

AYES: Cross, Kohler, and Christopher (3)
NAYS: None (0)
ABSTENTIONS: Starr (1)
ABSENT: Clark, Parsons and Juran (3)

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

City Attorney Joseph Lindsay summarized the staff report.

Councilor Kohler moved to adopt an Ordinance No. 2025- Relating to Truancy; Amending Keizer Code Section 26-6. Council Vice President Cross seconded.

Councilor Kohler asked if the ordinance was set up so that homeschoolers would not get into trouble. City Attorney Lindsay responded that there were exemptions for homeschoolers.

Motion passed unanimously as follows upon second reading:

AYES: Starr, Cross, Kohler, and Christopher (4)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Clark, Parsons and Juran (3)

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

Planner Director Shane Witham summarized the staff report.

Councilor Kohler moved to adopt an Ordinance No. 2025- Relating to Open Burning; Amending Keizer Code Chapter 18, Article III. Councilor Kohler seconded. Motion passed unanimously as follows upon first reading:

AYES: Starr, Cross, Kohler, and Christopher (4)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Clark, Parsons and Juran (3)

d. Civil Forfeiture Litigation Settlement

City Attorney Joseph Lindsay summarized the staff report.

Councilor Kohler moved to authorize the City Manager to settle the civil forfeiture litigation in accordance with legal advice presented during privileged discussions. Council Vice President Cross seconded. Motion passed unanimously as follows upon first reading:

AYES: Starr, Cross, Kohler, and Christopher (4)
NAYS: None (0)
ABSTENTIONS: None (0)

ABSENT: Clark, Parsons and Juran (3)

OTHER BUSINESS

Councilor Kohler moved to suspend the Rules. Council Vice President Cross seconded. Motion passed unanimously as follows upon first reading:

AYES: Starr, Cross, Kohler, and Christopher (4)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark, Parsons and Juran (3)

Councilor Christopher felt that it was worth the cost to install a maximum speed limit sign on Manbrin.

Council President Starr asked about the conversation related to moving the speed limit from 25 to 20. Public Works Director Bill Lawyer explained that the cost for the signs and installation was being reviewed, and he would have the information soon.

Mr. Lawyer recommended not installing speed signs unless there was an identified need or situation. In this case, the study conducted by the Police Department identified that there was not a speeding problem. Mr. Lawyer expressed concern about installing a sign for this neighborhood and how the City would deny other neighborhood requests.

Council Vice President Cross wanted to move forward with the sign.

Youth Councilor Guptill felt that, as a new driver, drivers should already know that in a neighborhood the speed limit was 25 miles per hour. She also commented that there is a 90 percent chance of survival if you are hit by a car going 25 miles per hour or less and questioned the need to reduce the speed to 20 miles per hour.

Councilor Christopher moved to direct staff to move forward with putting a 25-mile per hour speed limit sign on Manbrin. Council Vice President Cross seconded.

Mr. Lawyer explained how speed limits were determined and where speed signs were installed.

Council President Starr asked how the concerns community wide about the traffic and speeding. Chief Copeland shared that there had been citizen concerns about speeding since 2002 and commented on the limited police force. Chief Copeland recognized that traffic congestion and enforcement was on the list of things they hoped to address in the future. Chief Copeland explained that there was currently one traffic officer. Chief Copeland shared that some traffic enforcement was complaint driven and that some work in certain areas was dictated by traffic grant funds.

Councilor Kohler appreciated the traffic concern and shared that he would be voting no, as he wasn't sure that installing one sign would make a lot of a difference, and he was concerned about the number of potential other sign installations in the community only so that someone could feel better. Councilor Kohler agreed with Youth Councilor Guptill in that drivers should be good stewards and recognize that any non-posted street has a maximum speed of 25 miles per hour.

AYES: Cross, Starr, and Christopher (3)
NAYS: Kohler (1)
ABSTENTIONS: None (0)
ABSENT: Clark, Parsons and Juran (3)

City Manager Brown announced a grant opportunity. Chief Copeland shared that there was an opportunity for a grant for retail theft. The grant would be for 2025-2027.

Council Vice President Cross asked to Zoom-in on October 6th. There was consensus that Council Vice President Cross could Zoom-in on October 6th.

Council Vice President Cross would not be able to attend the meeting on October 13th.

Councilor Christopher would be out of the Country from September 29th through October 18th.

STAFF UPDATES

Chief Copeland reported that the Police Department would be participating in the Faith in Blue event, and there would be more information to come.

City Attorney Joseph Lindsay reported that he had attended City Attorney training and expressed his appreciation to the Council for their support to attend the training. He announced he would be out of town for the remainder of the week.

COUNCIL MEMBER REPORTS

The Councilors reviewed the events and meetings that they had attended as well as upcoming events.

Youth Councilor Guptill shared her passion for serving and expressed her appreciation for being able to learn and contribute as a Youth Councilor.

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

ADJOURNMENT

Vice President Shaney Starr announced that the Keizer City Council would be meeting in Executive Session pursuant to ORS192.660 (2) (e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions. The Council would not

be taking any action after the executive session.

Vice President Shaney Starr adjourned the meeting at 7:30 p.m.

MAYOR:

APPROVED:

Cathy Clark

Dawn Wilson, Deputy City Recorder

Minutes approved: _____

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



To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Andrew Copeland, Police Chief
Chris Nelson, CID Lieutenant

Subject: RESOLUTION — Supplemental Budget — General Fund Police Operations — Insurance Proceeds

Proposed Motion

I move the City Council adopt Resolution R2025-_____ Authorization for Supplemental Budget - General Fund Police Operations - Insurance Proceeds.

I. Summary

The Keizer Police Department submitted a claim to CIS insurance for damages to a police vehicle, which was determined to be a total loss. CIS transferred a total payment of approximately \$29,000 to the City of Keizer general fund. The PD is requesting that the insurance proceeds be recognized and appropriated for the PD vehicle purchase budget.

II. Background

- A. CIS Claim # APDKZR2025100681 for a 2020 Ford Explorer Police Cruiser, VIN #1FM5K8ABXLGB76589. Insurance payment of \$29,000.
- B. The vehicle was determined to be a total loss, possession and title transferred to CIS, and insurance payment was received by the City.

III. Current Situation

- A. A total of \$29,000 in insurance payments was received by the City of Keizer and placed in the general fund account.
- B. The supplemental budget requires a public hearing that was noticed in the Keizertimes on September 26, 2025.

IV. Analysis

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

- B. **Financial** - Recognize \$29,000 insurance funds and appropriate to the PD vehicle purchase budget.
- C. **Timing** - N/A
- D. **Policy/Legal** - Oregon Budget Law (ORS 294) provides that a supplemental budget may be adopted when an occurrence or condition that was not known at the time the budget was prepared requires a change in financial planning.

V. Alternatives

- A. Adopt the attached Resolution.
- B. Take No Action. Insurance payments would remain in the City of Keizer's general fund.

VI. Recommendation

Staff recommends that the City Council open the public hearing and take testimony. If Council has no questions, close the public hearing and adopt the attached Resolution authorizing the City Manager to recognize and appropriate additional resources associated with CIS insurance claims.

Attachments

- 1. RES_CC_Authorization for Supplemental Budget - General Fund Insurance Proceeds_10 06 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-_____

**AUTHORIZATION FOR SUPPLEMENTAL BUDGET - General Fund and Transportation
Improvement Fund - Property Acquisition**

WHEREAS ORS 294 provides that a supplemental budget may be adopted when an occurrence or condition that was not known at the time the budget was prepared requires a change in financial planning.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Keizer, that the following appropriations be made for fiscal year ending June 30, 2026:

	Adopted/ Amended Budget	Adjustment		Revised Budget
		Increase	Decrease	
General Fund - Police Operations				
Miscellaneous Resources	25,400	29,000	-	54,400
Capital Outlay	258,900	29,000	-	287,900
This supplemental budget request is to recognize and appropriate in the General Fund - Police Operations, \$29,000 in insurance proceeds to be used for additional vehicle purchases.				

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

PASSED this _____ day of _____, 2025

SIGNED this _____ day of _____, 2025

Mayor

City Recorder



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Joseph Lindsay, City Attorney
Subject: Franchise with Ezee Fiber for Telecommunications Services

Proposed Motion

I move that the City Council adopt Ordinance 2025-___ Establishing a Franchise Agreement with Ezee Fiber for the Provision of Telecommunications Services Within the City of Keizer.

I. Summary

Ezee Fiber reached out in March 2025 to discuss establishing a franchise agreement with the City. We sent them a sample franchise agreement for their consideration and received a message in late July that they wanted to sign an agreement. We developed a non-exclusive franchise agreement with Ezee Fiber to operate in the City of Keizer Rights of Way.

II. Background

- A. Ezee Fiber has approached the City of Keizer, desiring a non-exclusive telecommunications franchise agreement, so they can offer their services and expand their customer base here.
- B. Under Oregon law, cities can control what is allowable in the right of way via franchise agreements. For telecommunications providers, the appropriate franchise is the telecommunications franchise. The City and Ezee Fiber have agreed to the same terms for a non-exclusive telecommunications franchise agreement (attached) that other telecommunications companies currently enjoy in Keizer--in line with industry standards and being mindful of keeping a "level playing field" as required by law. Ezee Fiber is agreeing to pay the Oregon statutory maximum telecommunications franchise fee percentage rate of seven percent (7%) of gross revenues. They agree to underground where such underground facilities already exist as well as when redevelopment gives them the opportunity. In line with our electric utility franchises, above-ground facilities will only be allowed where other facilities already exist above ground. There are also provisions that protect the City in that any subsequent related resolution or ordinance will automatically be incorporated into the franchise agreement, and the construction requirements of the agreement make certain that the franchisee works with the City to "minimize public

inconvenience, disruptions, or damages" in the location or construction of facilities.

III. **Current Situation**

- A. Ezee Fiber currently does not have a telecommunications franchise agreement with the City of Keizer.

IV. **Analysis**

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - The City will make seven percent (7%) of the gross revenues that Ezee Fiber earns utilizing our city right of way. The City currently receives approximately \$25,000 annually from existing telecommunication providers.
- C. **Timing** - Ezee Fiber cannot move forward with providing services or operating in the City's right-of-way until they have a franchise agreement.
- D. **Policy/Legal** - Having a non-exclusive telecommunications franchise in place allows other telecommunications providers to have their own franchises and sets the bar for what will be the terms of such agreements moving forward. Only the Council can approve franchise agreements. Federal law under 47 U.S.C. Sec. 253 preempts state and local governments and "other legal requirements" that prohibit or effectively prohibit any entity's ability to provide a telecommunications service. The law requires local governments to have fair and reasonable compensation and competitively neutral and nondiscriminatory ROW management rules. Federal law seeks to remove barriers to competition in the telecommunications marketplace.

V. **Alternatives**

- A. Adopt the ordinance authorizing the agreement in its current form.
- B. Amend the terms of the agreement, then direct staff to return with an authorizing ordinance.
- C. Ask staff to provide more information before making any decisions.
- D. Take no action.

VI. **Recommendation**

Staff recommends adopting the ordinance authorizing this particular agreement.

Attachments

1. ORD_CC_Ordinance Establishing Franchise Agreement with Ezee Fiber_8 18 2025
2. Keizer Ezee Fiber Telecom Franchise Agreement 8-19-25 to 8-18-30

"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

ESTABLISHING A FRANCHISE AGREEMENT WITH EZEE
FIBER FOR THE PROVISION OF TELECOMMUNICATIONS
SERVICES WITHIN THE CITY OF KEIZER

WHEREAS, Ezee Fiber desires to enter into a telecommunications nonexclusive franchise to operate a telecommunication system within the City;

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

WHEREAS, the City and Ezee Fiber both desire Ezee Fiber to be able to provide telecommunications service within the City and to establish the terms by which Ezee Fiber shall use and occupy the public right-of-way;

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

Section 1. The City of Keizer hereby grants to Ezee Fiber (“Grantee”), a Franchise Agreement (“Agreement”) to use the public rights of way within the City to provide telecommunications services within the City for an initial term not to exceed five (5) years. The terms, conditions, and effective date of the franchise are set forth in the Agreement, attached hereto and by this reference incorporated herein.

Section 2. Should any section or portion of this Ordinance be held unlawful or unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific section or portion thereof directly specified in the decision. All other

1 sections or portions of this Ordinance shall remain in full force and effect.

2 Section 3. The City Manager is hereby authorized to enter into that certain
3 Franchise Agreement with Ezee Fiber, a copy of which is attached hereto and by this
4 reference incorporated herein.

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

6 PASSED this _____ day of _____, 2025.

7 SIGNED this _____ day of _____, 2025.

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Mayor

City Recorder

FRANCHISE AGREEMENT WITH EZEE FIBER
FOR THE PROVISION OF TELECOMMUNICATIONS SERVICES
WITHIN THE CITY OF KEIZER

WHEREAS, Ezee Fiber, hereinafter referred to as "Grantee", seeks to provide telecommunications services within the City of Keizer, Oregon, hereinafter referred to as "City";

WHEREAS, Grantee desires to enter into a telecommunications nonexclusive franchise, and the City has reviewed the matter and has determined that it meets all the necessary requirements of the City;

WHEREAS, the City hereby determines that it is in the public interest to enter into a franchise agreement with Ezee Fiber to operate a telecommunication system pursuant to the terms and conditions contained herein;

NOW, THEREFORE, the parties agree as follows:

AGREEMENT:

Section 1. The City intends, by entering into this franchise agreement, to encourage the continued development and operation of telecommunications facilities within the City of Keizer. This Agreement will be known as the Ezee Fiber Franchise Agreement. Within this document, it will also be referred to as "this Franchise" or "the Franchise".

Section 2. Grant of Franchise. The City hereby grants to Grantee, a nonexclusive franchise to use the public rights of way within the city to provide telecommunications services, subject to these provisions and incorporating any related ordinance or resolution hereafter enacted or amended. Any future ordinance or resolution relating to telecommunications infrastructure located in the public rights of way, will be incorporated into this Franchise as though it were a part of it, specifically including but not limited to the requirements for compensation, insurance, performance surety, and indemnification.

Section 3. Term. Unless sooner terminated, this Franchise will be in full force and effect for a period of five (5) years commencing on August 19, 2025 and ending August 18, 2030. This Franchise may be extended for one additional term of five (5) years upon the parties' mutual written agreement.

Section 4. Franchise Area. The Grantee is authorized by this Franchise to make reasonable and lawful use of the public rights of way within the boundaries of the city of Keizer or as these boundaries may be extended in the future.

Section 5. Franchise Fee. As consideration for the use of the City's rights of way, Grantee will remit to the City a franchise fee of seven percent (7%) of gross revenues from delivery of services in the city, including Grantee's gross revenues earned in the delivery of services within the corporate limits of the city to parties (including lessees of facilities) who are not the ultimate consumers of those services, but who redistribute services to third parties. Grantee's franchise fee payments to the City will be due quarterly within (30) days following the end of each quarter, defined as the last day of March, June, September and December. Each payment will be

accompanied by a statement as to the manner in which the franchise fee is calculated. The Grantee will provide, and at no cost to the City, any additional reports or information it deems necessary, in its sole discretion, to verify the accuracy of the calculation of the franchise fee by the Grantee. Such information may include, but is not limited to: chart of accounts, total revenues by categories and dates, list of products and services, narrative documenting calculations, details on number of customers within the City limits, or any other information needed for the City to easily verify compliance.

Within thirty (30) days after the termination of this Franchise, compensation will be paid for the period elapsing since the end of the last quarter for which compensation has been paid. In the event any payment due quarterly is not received within thirty (30) days from the end of the preceding quarter, or is underpaid, Grantee will pay in addition to the payment, or sum due, interest at a rate no higher than the current legal interest rate on judgments in the State, calculated from the date the payment was originally due until the date the City receives the payment. Additionally, if any payment becomes ninety (90) days in arrears, a ten (10) percent penalty will be applied. In the event the obligation of Grantee to compensate the City through franchise fee payments is lawfully suspended or eliminated, in whole or part, then Grantee will pay to the City compensation equivalent to the compensation paid to the City by other similarly situated users of the rights of way for Grantee's use of the rights of way (subject to the other provisions contained in this Franchise).

Section 6. Insurance.

A. Grantee will maintain in full force and effect the following liability insurance policies that protect the Utility Operator and the City, as well as the City's officers, agents, and employees:

- a. Comprehensive general liability insurance with limits not less than:
 - i. Five million dollars (\$5,000,000.) for bodily injury or death to each person;
 - ii. Five million dollars (\$5,000,000) aggregate including collapse, explosions, underground hazards and products completed operations.
- b. Commercial automobile liability insurance for owned, non-owned and hired vehicles with a limit of three million dollars (\$3,000,000) combined single limit.
- c. Worker's compensation within statutory limits and employer's liability with limits of not less than one million dollars (\$1,000,000).
- d. Liability insurance will name as additional insured the City and its officers, agents, and employees. Additional insured coverage will be for both on-going operations and products and completed operations, on forms acceptable to the City. Coverage will be Primary and Non-Contributory. Waiver of Subrogation endorsement, in a form acceptable to the City, will be provided for general liability and worker's compensation. Grantee shall furnish acceptable insurance certificates to City with original endorsements for each insurance policy signed by a person authorized by that insurer to bind coverage on its behalf.
- e. Grantee agrees to defend, indemnify and hold the city and its officers, employees, agents and representatives harmless from and against any and all damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the grantee or its affiliates, officers, employees, agents, contractors or subcontractors in the construction, operation, maintenance, repair or removal of its telecommunications facilities, and in providing or offering telecommunications services over the facilities or network, whether the acts or omissions are authorized, allowed or prohibited by this code or by a franchise agreement made or entered into pursuant to this agreement.

B. The limits of the insurance will be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon. The insurance will be without prejudice to coverage otherwise existing. The coverage must apply as to claims between insureds on the policy. The insurance will not be canceled or materially altered without thirty (30) days prior written notice first being given to the City. If the insurance is canceled or materially altered, the Grantee will obtain a replacement policy that complies with the terms of this section and provide the City with a replacement certificate of insurance. The Grantee will maintain continuous uninterrupted coverage, in the terms and amounts required.

C. The Grantee will maintain on file with the City a certificate of insurance and endorsement certifying the coverage required above.

Section 7. Performance Surety.

Upon the effective date of this Agreement, the Licensee will furnish proof of the posting of a faithful performance bond running to the City, with good and sufficient surety approved by the City, in the sum of Thirty Thousand Dollars (\$30,000), conditioned that the Licensee will well and truly observe, fulfill, and being sufficient to assure proper restoration of any street, sidewalk or other surface disturbed by Grantee, their representative or contractor. Licensee will pay all premiums charged for the bond, and will keep the bond in full force and effect at all times throughout the term of the Agreement, including, if necessary, the time required for removal of all of Licensee's Facilities installed in the Public Rights of Way. The Bond may be released on the 5 year anniversary of this agreement at the sole discretion of the City, provided the Grantee has demonstrated the ability to comply with utility construction requirements. The bond will contain a provision that it will not be terminated or otherwise allowed to expire without thirty days prior written notice first being given to the City. The bond will be reviewed and approved as to form by the City Attorney.

City may, in the event of any construction which is likely to be substantially greater than \$30,000, or in the event the City's cost to complete or repair such construction upon Grantee's failure to perform the same would be greater than \$30,000, as reasonably determined by the City, require the amount of the performance bond to be increased. The performance bond is subject to increase each time Grantee applies for permits to perform work within the City. Grantee will provide to City all necessary documentation demonstrating Grantee's cost estimation in a format reasonable acceptable to the City.

Section 8. Sale of subscriber lists prohibited. Except as otherwise expressly permitted by law, the Grantee will not sell, or otherwise make available any list which identifies subscribers by name or address, to any person, agency, or entity, except as needed to maintain current services or implement new services to subscribers in connection with Grantee's services.

Section 9. Construction.

Grantee shall install its Telecommunications Network in accordance with the City's generally applicable aboveground and underground utility facility placement policies in effect at installation. At such time as the City adopts policies and requirements permitting or requiring the underground installation of telecommunications facilities Grantee shall fully comply with such policies and requirements provided they are imposed on all carriers in a competitively neutral and nondiscriminatory manner.

A. Location of Facilities. All facilities located within the public right-of-way shall be constructed, installed and located in accordance with the following terms and conditions, unless otherwise specified in a franchise agreement:

1. Whenever all existing electric utilities, cable facilities or telecommunications facilities are located underground within a public right-of-way of the city, grantee with permission to occupy the same public right-of-way must also locate its telecommunications facilities underground.

2. Whenever all new or existing electric utilities, cable facilities or telecommunications facilities are located or relocated underground within a public right-of-way of the city, a grantee that currently occupies the same public right-of-way shall relocate its facilities underground concurrently with the other affected utilities to minimize disruption of the public right-of-way, absent extraordinary circumstances or undue hardship as determined by the city and consistent with applicable state and federal law.

B. Interference with the Public Rights-of-Way. No grantee may locate or maintain its telecommunications facilities so as to unreasonably interfere with the use of the public rights-of-way by the city, by the general public or by other persons authorized to use or be present in or upon the public rights-of-way. All use of public rights-of-way shall be consistent with city codes, ordinances and regulations.

C. Relocation or Removal of Facilities. Except in the case of an emergency, within 90 days following written notice from the city a grantee shall, at no expense to grantor, temporarily or permanently remove, relocate, change or alter the position of any telecommunications facilities within the public rights-of-way whenever the city shall have determined that the removal, relocation, change or alteration is reasonably necessary for:

1. The construction, repairs, maintenance or installation of any city or other public improvement in or upon the public rights-of-way;

2. The operations of the city or other governmental entity in or upon the public rights-of-way; and/or

3. The public interest.

D. Removal of Unauthorized Facilities. Within 30 days following written notice from the city, any grantee, telecommunications provider or other person that owns, controls or maintains any unauthorized telecommunications system, facility or related appurtenances within the public rights-of-way of the city shall, at its own expense, remove the facilities or appurtenances from the public rights-of-way of the city. A telecommunications system or facility is unauthorized and subject to removal in the following circumstances:

1. One year after the expiration or termination of the grantee's telecommunications franchise;

2. Upon abandonment of a facility within the public rights-of-way of the city. A facility will be considered abandoned when it is deactivated, out of service or not used for its intended and authorized purpose for a period of 90 days or longer. A facility will not be considered abandoned if it is temporarily out of service during performance of repairs or if the facility is being replaced;

3. If the system or facility was constructed or installed without the appropriate prior authority at the time of installation; or

4. If the system or facility was constructed or installed at a location not permitted by the grantee's telecommunications franchise or other legally sufficient permit.

E. Coordination of Construction Activities. All grantees are required to make a good-faith effort to cooperate with the city.

1. By January 1 of each year, grantees shall provide the city with a schedule of their proposed construction activities in, around or that may affect the public rights-of-way.

2. If requested by the city, each grantee shall meet with the city annually or as determined by the city, to schedule and coordinate construction in the public rights-of-way. At that time, city will provide available information on plans for local, state and/or federal construction projects.

3. All construction locations, activities and schedules shall be coordinated, as ordered by the City Engineer or designee, to minimize public inconvenience, disruption or damages.

Section 10. Revocation or Termination. The City may, upon sixty (60) days' prior written notice, terminate or revoke the franchise granted pursuant to this Ordinance for any of the following reasons ("Default"):

- a. Violation of any of the material provisions of this Franchise and/or any future controlling ordinance or resolution;
- b. Misrepresentation in the Franchise application or a rights of way construction application;
- c. The Grantee is found by a court of competent jurisdiction to have practiced any fraud or deceit upon the City.
- d. Failure to pay taxes, compensation, fees or costs due to the City after final determination by the City of the taxes, compensation, fees or costs;
- e. Failure to restore the ROW as required by this Agreement or other applicable State and local laws, ordinances, rules and regulations;
- f. Failure to comply with technical, safety and engineering standards related to Work in the ROW; or
- g. Failure to obtain or maintain any and all licenses, permits, certifications and other authorizations required by State or federal law for the placement, maintenance or operation of the Utility Facilities.

If, within the sixty-day notice period, Grantee cures the Default or commences to cure a Default that cannot reasonably be cured within sixty days of the notice, the notice of Default shall be deemed withdrawn and the Franchise shall not terminate.

Section 11. Abandonment; Removal of Facilities Upon Expiration.

If the Grantee goes out of business or withdraws service from the area and as a consequence refuses to renew the agreement, all rights to the use of the connection media revert to the City who may sell, lease, or otherwise use the connection media at its sole discretion. The connection media shall be left in working order and not be intentionally cut or destroyed. The City may require the media be removed from all poles and underground conduits by the former Franchisee at the franchisee's expense.

Upon expiration of this Agreement, Grantee shall either remove its Facilities in accordance with ORS 221.470(2020) or seek City's written consent to leave its Facilities in place.

Section 12. Franchise Acceptance. Within thirty (30) days of the signing by all parties of this Agreement, Grantee will file with the City certificates of insurance and endorsement, and the bond outlined herein. Failure to fulfill this requirement will nullify and void this Agreement, and any and all rights of Grantee to own or operate a telecommunications facility within the Franchise Area under this Agreement will be of no force or effect.

Section 13. Franchise Nonexclusive. The Franchise hereby granted is not exclusive, and will not be construed as any limitation on the right of the City to grant rights, privileges and authority to other persons or corporations or to itself to make any lawful use of the City's rights of way.

Section 14. Change of Law; Amendment to Franchise.

This Franchise may be amended from time to time to conform to any changes in the controlling federal or state law, or other changes material to this Franchise. Each party agrees to bargain in good faith with the other party concerning such proposed amendments. This Franchise also may be amended by mutual consent of the parties or their successors-in-interest. Any amendments hereto shall be by written instrument executed with the same formalities as this Franchise.

To the extent any lawful City rule, ordinance, or regulation is adopted or amended and is generally imposed on all similarly situated persons or entities, the rule, ordinance, or regulation shall apply without need for amendment of this Franchise. The City shall provide Grantee with notice of any such change in law prior to its adoption.

Section 15. Choice of Law/Venue.

Choice of Law/Venue. The laws of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and other claims related to it. Venue for litigation shall be in the Circuit Courts in and for Marion County, Oregon or for federal matters, the United States District Court for the District of Oregon.

Section 16. Assignments or Transfers of System or Franchise

Ownership or control of a majority interest in a telecommunications system or franchise may not, directly or indirectly, be transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of the grantee, by operation of law or otherwise, without the prior consent of the city, which consent shall not be unreasonably withheld or delayed, and then only on reasonable conditions as may be prescribed in the consent.

1. Grantee and the proposed assignee or transferee of the franchise or system shall agree, in writing, to assume and abide by all of the provisions of the franchise.

2. No transfer shall be approved unless the assignee or transferee has the legal, technical, financial and other requisite qualifications to own, hold and operate the telecommunications system pursuant to this code.

3. Unless otherwise provided in a franchise agreement, the grantee shall reimburse the city for all direct and indirect fees, costs and expenses reasonably incurred by the city in considering a request to transfer or assign a telecommunications franchise.

4. Any transfer or assignment of a telecommunications franchise, system or integral part of a system without prior approval of the city under this code or pursuant to a franchise agreement shall be void and is cause for revocation of the franchise.

Ezee Fiber

City of Keizer

By: _____

By: _____

As Its: _____

Adam J. Brown,
As Its: City Manager



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Adam Brown, City Manager
Subject: Little League Management Intent to Award

Proposed Motion

I move that the Keizer City Council authorize staff to negotiate a contract for management services for the Keizer Little League Park with The Sports Facilities Companies.

I. Summary

The City released a Request for Proposals in August 2025, which closed on September 3, 2025. A group of 6 evaluators independently scored three proposals. Two vendors that submitted proposals were interviewed in person. The evaluation team unanimously recommended moving forward with The Sports Facilities Companies.

II. Background

- A. The City is in the 4th year of a ten-year contract with For the Love of the Game who is the current manager of the Keizer Little League Complex. The City Manager and the For the Love of the Game Manager had a conversation that was documented in writing that allowed the city to pursue other management options.
- B. The City posted an RFP in August 2025 requesting proposals to manage the baseball/softball park.
- C. The City received proposals from the following:
 - 1. The Sports Facilities Companies
 - 2. The Foundation Athletics
 - 3. Pinnacle Sports Management
- D. A team of 6 evaluators scored the proposals independently. Two proposals, whose scores were significantly higher than the remaining one, were chosen to move forward in the process to an in-person presentation.
- E. In-person interviews were held on Wednesday, September 24, 2025.

III. Current Situation

- A. The interview committee has unanimously recommended that the City move forward with negotiating an agreement with The Sports Facilities Companies for management of the Keizer Little League Complex.
- B. The Sports Facilities Companies is a national organization that runs publicly owned sports facilities.
- C. We have continued communication with For the Love of the Game. Staff is grateful for the improvements and services provided by For the Love of the Game for the last four years. They expressed a willingness to help with the transition, for which we are very grateful.

IV. Analysis

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - The goal is to continue running the park in a way in which we can continue to invest in the park from user fees to make it a regionally significant destination while still providing an affordable experience for the local clubs who use our complex.
- C. **Timing** - Permission to move forward negotiating an agreement with The Sports Facilities Companies is needed from council before we can move forward with the process.
- D. **Policy/Legal** - The city attorney's office has assisted with communication and documentation of the process.

V. Alternatives

- A. Authorize the city to move forward with negotiating a contract with The Sports Facilities Companies.
- B. End the solicitation process and continue with For the Love of the Game.
- C. Suspend the Council rules and direct staff to negotiate with a different vendor.

VI. Recommendation

Staff recommends the council authorize us to move forward negotiating with The Sports Facilities Companies.

Attachments

1. MEMO_Notice of Intent to Award_Keizer Little League City Park RFP_9 29 2025

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



City of Keizer

Phone: (503) 390-3700 • Fax: (503) 393-9437
930 Chemawa Rd. N.E. • P.O. Box 21000 • Keizer, OR 97307-1000

Mayor Cathy Clark

Councilor President Shaney Starr Councilor Dan Kohler

Councilor Kyle Juran

Councilor Soraida Cross

Councilor Lore Christopher

Councilor Marlene Parsons

September 29, 2025

TO: Proposers
VIA Electronic Mail Only

FROM: Adam J. Brown, City Manager

RE: Request for Proposals to Provide Management of Keizer Little League City Park

Dear Proposers:

Thank you for taking the time and effort to submit a proposal in response to the City of Keizer's request for proposals to provide management of the Keizer Little League City Park.

The selection committee has independently evaluated all proposals received for the above-referenced project and is recommending that the City of Keizer award the contract to The Sports Facilities Companies pending the outcome of the background check and registration with the Oregon Corporation Division. Therefore, this notice represents the City of Keizer's notice of intent to award the management of Keizer Little League City Park contract to The Sports Facilities Companies.

If you wish to protest the City's Intent to Award, you must do so no later than 5:00 p.m. October 6, 2025. Late protests will not be considered.

The protest must comply with the terms of state statute. Any protest not in compliance will not be considered by the City.

Protests must be directed by mail, hand delivery or courier to: City Manager, City of Keizer, 930 Chemawa Road NE, PO Box 21000, Keizer, OR 97307.

Thank you to all who submitted proposals.

"Pride, Spirit and Volunteerism"



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

Proposed Motion

I move that the Keizer City Council receive a request from the solid waste haulers to hold a public hearing for the purpose of considering a 2.1% rate increase effective January 1, 2026.

I. Summary

The City solid waste haulers would like to request an increase of 2.1% across the board to the rates. Representatives from the haulers are present and willing to answer questions.

II. Background

- A. Keizer's franchised haulers are Loren's Sanitation and Recycling, Inc. and Valley Solid Waste Management Corporation, operating as Valley Recycling & Disposal, Inc. Prior Council actions have considered rate amendments through a noticed public hearing and adopted an Order to amend rates. On June 3, 2024, following a public hearing, Council discussed staging rate adjustments, outreach on discounted rates, and adopted an Order to amend franchise solid waste collection rates with effective dates subsequently refined by motion to August 1, 2024 and January 1, 2025 (with direction to revisit prior to the January date). The record also reflects Council discussion that a public hearing and focused communications are appropriate for these items.
- B. In late 2024, Council received updates indicating the waste-to-energy facility closure was imminent, which prompted additional follow-up with haulers regarding system cost pressures and implementation timing. Council continued its follow-up discussion with haulers at the December 16, 2024 meeting, including information that Covanta/Reworld was shutting down at year-end and that tipping fees were still under discussion. These contextual factors inform ongoing rate-setting and communications planning.
- C. No rate request was made for July 2025. Tenants of the Recycling Modernization Act have been implemented, which will continue to drive inflation in costs to solid

waste haulers.

III. **Current Situation**

- A. The haulers have communicated with city staff that a rate increase of 2.1% across-the-board to the franchise solid waste collection rates is needed to keep up with new requirements and inflationary costs.
- B. According to Loren's and Valley Recycling,
 - 1. The price increase request of 2.1%, effective January 2026, is basically an "inflationary" price increase. July/August inflation averaged 2.8% and the U.S. Consumer Price Index increased 2.9% for the 12 months ending in August of this year. Forecast for the full year 2025 suggest an overall increase of 3.1% on Quarter 4 to Quarter 4 basis.
 - 2. They have taken full advantage of the Recycling Modernization Act, (RMA), and maximized the benefit related to the cost of co-mingling. Before the implementation of RMA in July, they were paying \$95/ton for processing and transportation at Re:Source. Our tons are now being processed at the Salem Recycling Center at a cost of zero. They have planned for an expected diversion of 10% back to Re:Source, as the Salem Recycling Center will need to shut down their operations periodically for system/equipment upgrades over the next 12 months.
- C. City staff will coordinate with the City's franchised haulers on customer notification through website updates and social media posts. Consistent with Council direction in 2024, notices will highlight discount/assistance eligibility and how to apply, and will provide examples showing how the 2.1% change affects common residential and commercial service levels.

IV. **Analysis**

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - This action affects customer charges paid to the franchised haulers; no General Fund impact is anticipated. The 2.1 percent adjustment will increase billed amounts to residential and commercial customers beginning January 1, 2026. Illustrative bill impacts and a complete rate schedule will be provided as Exhibit A to the Order for transparency.
- C. **Timing** - A public hearing will be scheduled and noticed consistent with City procedures. Staff and the franchised haulers will coordinate customer notifications about the 2.1% change above and beyond the minimal requirements for public notice as requested by the Council on prior occasions.
- D. **Policy/Legal** - Council considers solid waste rate amendments at a noticed public hearing and adopts the change by Order.

V. Alternatives

- A. Council should allow the solid waste haulers to make a request in accordance with the requirements of their franchise agreement. A public hearing will be set for November 3, 2025 to meet the notification requirements.
- B. At that meeting the Council could approve the 2.1% rate amendment as proposed effective on January 1, 2026. Council could approve a modified effective date and direct staff to stage implementation in two steps.

VI. Recommendation

Staff recommends council receive a request from the solid waste haulers to hold a public hearing for the purpose of considering a 2.1% rate increase effective January 1, 2026.

Attachments

None

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



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Adam Brown, City Manager
Subject: Sale of Property at 2335 Chemawa Rd. NE

Proposed Motion

I move that the Keizer City Council adopt Resolution R2025-____ Authorizing City Manager to Sign a Letter of Intent with CPD Real Co, LLC (Keizer Station Area B).

I. Summary

City staff have been working with Oilstop and Happy's Drive-Thru Car Wash to sell the property at 2335 Chemawa Road. Staff have come to an agreement on a letter of intent. Staff recommends approval of the Letter of Intent.

II. Background

- A. The City had received an appraisal update for all of the properties in Area B of Keizer Station. The property had been appraised by Powel Banz Valuation on at least two other occasions over the last 15 years. With their knowledge of the property, Powel Banz Valuation was asked to update the valuation. The appraisal conducted in November 2024 of the four tax lots combined is \$1,905,000.
- B. Staff had previously had a Letter of Intent on the project, but the purchaser opted for another location. The City of Keizer sent a letter confirming the end of that interest.
- C. City staff began communication about selling the city's property in September with Happy's Carwash and Oilstop. Following an onsite visit, Happy's Carwash and Oilstop worked with the City on a letter of intent.

III. Current Situation

- A. Happy's Carwash and Oilstop is anxious to be in the Keizer market. They currently have locations in Albany, Springfield, and Medford, Oregon. They have agreed to the appraised value of \$1,905,000.
- B. The revisions made to the code for this site under the previous letter of intent allowed drive-through restaurants as a conditional use on this specific piece of property (Keizer Station Area B). We are requesting that council approve the letter of

intent with Happy's Carwash and Oilstop and initiate the legislative land use process (separate packet item at tonight's meeting) to allow auto-centric uses on this piece next to the transit center in Keizer Station Area B Master Plan, which we believe is in the spirit of the previous change made by council.

IV. Analysis

- A. **Strategic Impact** - The City has a goal of selling city-owned properties to reduce future obligations for the state retirement system so that we have more operating capital to provide essential services.
- B. **Financial** - There is no financial commitment at this time. Both parties are very interested in immediately working on the purchase and sale agreement.
- C. **Timing** - With the council initiating the legislative land use changes, we believe we will be able to get to a sale much quicker.
- D. **Policy/Legal** - The Council holds the authority to approve letters of intent to sell property. A public hearing will need to be held when a purchase and sale agreement is finished. The legislative change to the Keizer Station Area B Master Plan will have to go through the Department of Land Conservation and Development (DLCD), the planning commission, and City Council.

V. Alternatives

- A. Adopt the attached Resolution. Staff can work with the purchaser on the purchase and sale agreement
- B. Take no Action - Staff will continue to pursue other leads on the property.

VI. Recommendation

Staff recommends that the Keizer City Council adopt Resolution R2025-____
Authorizing City Manager to Sign a Letter of Intent with CPD Real Co, LLC on behalf of Oilstop and Happy's Car Wash.

Attachments

- 1. RES_CC_Letter of Intent - CPD Real Co - KS Area B_10 6 2025
- 2. LOI (CPD Real Co - Happy's & Oilstop) Keizer City Owned Parcel City (BUYER CLEAN) 2025-09-25

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

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2025-_____

4
5
6 AUTHORIZING CITY MANAGER TO SIGN LETTER OF INTENT
7 WITH CPD REAL CO, LLC (KEIZER STATION AREA B)
8
9

10 WHEREAS, the City received a Letter of Intent from CPD Real Co., LLC dated
11 September 25, 2025;

12 WHEREAS, such Letter of Intent sets forth the general terms and conditions
13 upon which the parties may agree to the final terms of a Purchase and Sale Agreement to
14 allow Happy's Car Wash and Oilstop Drive Thru Oil Change to develop auto-centric
15 uses in Keizer Station Area B next to the Transit Station;

16 WHEREAS, CPD Real Co, LLC has requested that the City agree and accept the
17 Letter of Intent;

18 WHEREAS, the City Council has considered the matter and wishes to proceed;

19 NOW, THEREFORE,

20 BE IT RESOLVED by the City Council of the City of Keizer that the City
21 Manager is authorized to sign the Letter of Intent dated September 25, 2025 received
22 from CPD Real Co., LLC, a copy of which is attached hereto and by this reference
23 incorporated herein on behalf of the City.
24

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

3 PASSED this _____ day of _____, 2025.

4
5 SIGNED this _____ day of _____, 2025.

6

7

8

9

Mayor

10

11

12

City Recorder

CPD REAL CO, LLC

September 25, 2025

Adam J. Brown
City Manager
City of Keizer
930 Chemawa Rd NE
Keizer, Oregon 97307

Re: Purchase Offer by Happy's Car Wash & OilStop

Dear Adam:

This Letter of Intent summarizes the general terms and conditions which CPD Real Co, LLC, (a Delaware limited liability company, which is the real estate holding company for Happy's Car Wash and OilStop Drive Thru Oil Change) is offering to purchase tax lots 1101, 1201, 1300, and 1401 located at the northeast corner of Lockhaven Drive NE and Keizer Station Blvd in Keizer, Oregon (the "Property") as shown on Exhibit A of this Letter of Intent.

Seller

City of Keizer. (Seller)

Purchaser

CPD Real Co, LLC (Purchaser)

Property

An approximately 61,419 square foot site located at the northeast corner of Lockhaven Drive NE and Keizer Station Blvd in Keizer, Marion County, Oregon along with all improvements located on the site, if any. The Property is shown on Exhibit A of this Letter of Intent.

Purchase Price

The purchase price for the Property shall be **One Million Nine Hundred Five Thousand Dollars (\$1,905,000.00)** in accordance with the MAI appraisal received by Seller, payable in cash or immediately available funds at the closing of the purchase and sale (the "Closing") as contemplated herein.

Deposit:

Purchaser will deposit **FIFTY THOUSAND DOLLARS (\$50,000.00)** (the “Deposit”) within five (5) business days after the Effective Date of the Purchase Agreement with Fidelity National Title Company, Aubrey Ludberg, Seattle, WA (“Escrow Agent”), which will be held in an escrow account and applied to the Purchase Price at Closing.

Purchase Agreement Effective Date

The first business day after the last signature to the Purchase Agreement (the “Effective Date”)

Inspection Period

Purchaser shall have **Forty-Five (45)** days beginning the first business day after the Effective Date of the Purchase Agreement (the “Inspection Period”) to inspect and test the Property, which may include environmental, zoning, flood zone, drainage, soil & slab conditions, and any other aspects of the Property, including, but not limited to, economic and other factors that Purchaser deems relevant or material to Purchaser’s criteria and standards for the fitness and suitability of the Property. Seller grants to Purchaser, its agents, and contractors the right to enter the Property for the purposes of conducting its inspections and tests. Purchaser will provide proof of commercial general liability insurance coverage prior to entering the Property. Seller shall provide to Purchaser, within ten (10) business days after the Effective Date of the Purchase Agreement, all existing surveys, maps, environmental reports and soils reports in Seller’s possession pertaining to the Property, if any, or a statement that no such reports and information is in Seller’s possession.

The purchaser’s offer will be contingent upon a text amendment to the city’s code. The text amendment will need to go through the Oregon Department of Land Conservation and Development (DLCD) which will more than likely take at minimum 90 days. Additionally, the purchaser will need to have a master plan amendment to the Keizer Station Master Plan, which may be able to be shared by an adjacent developer. Purchaser agrees and understands that Seller’s obligations and duties as a municipal government to follow, enforce, and adopt laws and ordinances are necessarily separate and apart from the relationship of the parties created herein, and that any good faith enforcement or adoption of laws or other acts Seller may take in its role as municipal government shall not be restricted by the fact that Seller enters into any purchase and sale agreement for real property.

If Purchaser determines that the Property is not suitable for its purposes for any reason or for no reason, Purchaser may cancel the Purchase Agreement by giving Seller written notice of cancellation prior to the end of the Inspection Period, whereupon the Deposit shall be returned to Purchaser and the Purchase Agreement shall terminate and Seller and Purchaser shall have no further obligations other than those that expressly survive the Purchase Agreement.

Entitlements/Permit Period.

Purchaser shall have **One Hundred Twenty (120) days** beginning the first business day after the last day of the Inspection Period (the “Entitlement/Permit Period”) during which to complete preparation of plans and apply for and acquire its entitlements and construction permits. Seller shall cooperate with all

applications and use reasonable efforts to assist with approvals needed for entitlement, permit and variance submittals, except as limited by laws, rules, ethics, or its other obligations as a City. If Purchaser is unable to obtain its entitlements and construction permits for reasons outside of Purchaser's control, then Purchaser shall have the right to extend the Entitlement/Permit Period for up to two (2) additional, successive, 30-day periods by providing written notice to Seller. If the Property must be re-platted in order to obtain all entitlements and permits or to create a legal lot for Closing, Seller shall bear the costs (inclusive of engineering) and Purchaser will undertake the replatting during the Entitlement/Permit Period. Purchaser understands that the current access to the property is an easement across a neighboring parcel not owned by Seller, however, Seller does have a right to assign this access easement.

If Purchaser determines during the Entitlement/Permit Period that all entitlements and permits will not be granted for Purchaser's development and use of the Property, then Purchaser may terminate the Purchase Agreement on or prior to the last day of the Entitlement/Permit Period, as same may be extended, whereupon the Deposit shall be returned to Purchaser and the Purchase Agreement shall terminate and Seller and Purchaser shall have no further obligations other than those that expressly survive the Purchase Agreement.

If during the Entitlement/Permit Period, Purchaser could proceed with the project but opts out of the purchase, then the Deposit shall be paid to the Seller.

Closing

If the Closing shall occur, it will take place not later than **Thirty (30) days** after the last day of the Entitlements/Permit Period. Seller shall execute a Special Warranty Deed, the form of which shall be attached to the Purchase Agreement. At Closing, Seller shall be responsible for all closing costs except for the title commitment, title policy, and one-half of the escrow fee charged by the Escrow Agent. Property taxes will be prorated as of the Closing Date.

Seller's Obligations

It shall be Seller's responsibility to deliver the Property free of all liens of any kind and with all property and business taxes current at Closing. Except, Purchaser understands that the property is subject to off-site transportation costs for Keizer Station Area B in an estimated amount of \$5,270 as well as an assessed contribution to an already built area Water Tower in the estimated amount of \$19,039.89. These will eventually be paid by Purchaser (or other developer) when public improvement construction permits are issued. Seller agrees to indemnify Purchaser from any existing environmental issues that may exist on the Property at Closing. If any environmental issues are discovered in Purchaser's Phase 1 report or asbestos survey, Purchaser shall provide a copy of the report to Seller for Seller's review. Seller shall be responsible for any further testing and remediation that may be required.

Possession of the Property shall be delivered to Purchaser on the Closing Date in the same condition the Property existed on the date that Purchaser executes a Purchase Agreement and including any conditions to be performed under these Seller's Obligations.

Seller shall deliver the Property free and clear of all other tenancies and parties in possession, free of all hazardous substances and free of any existing surface and subsurface improvements

Title

Buyer shall order a commitment for title insurance (the "Title Commitment") from Escrow Agent within five (5) business days after the Effective Date of the Purchase Agreement. Title shall, as of the date of Closing, be valid and indefeasible and not reflect any condition, restriction or easement which, in the opinion of Purchaser or Purchaser's lender would impair Purchaser's use of or the value of the Property ("Title Conditions"). If title is not valid and indefeasible, or such Title Conditions exist, Purchaser shall notify Seller of same within thirty (30) days after the later of (i) the Effective Date of the Purchase Agreement or (ii) its receipt of the Title Commitment (the "Title Objection Letter"), and Seller shall cause such Title Conditions to be cured prior to the end of the Inspection Period provided such cure can be made with reasonable expense. Notwithstanding any other provision in the Purchase Agreement to the contrary, in the event Seller has not cured such Title Conditions prior to the end of the Inspection Period, Purchaser shall have the continued right to terminate the Purchase Agreement and receive a return of its Deposit in the event such Title Conditions are not cured prior to Closing. In the event Seller cannot cure such Title Conditions at a reasonable cost within the Inspection Period, Seller shall notify Purchaser of same within ten (10) days after its receipt of Purchaser's Title Objection Letter or else Seller shall be obliged to cure such Title Conditions within the time frames set herein.

Purchase Agreement Form

The Basis for the Purchase Agreement to be Purchaser's standard form purchase agreement. The parties agree to negotiate the agreement terms in good faith. The parties agree to work together in good faith to come up with an agreeable purchase and sale agreement in a timely manner.

Brokers

At Closing, Seller shall pay a real estate commission to Commercial Realty Advisors Northwest, LLC – Alex MacLean IV & Joe Casy ("Purchaser's Broker") equal to Three Percent (3%) of the Purchase Price. Seller and Purchaser hereto represent and warrant to each other that they have not had any other dealings with real estate brokers, finders or agents other than Purchaser's Broker and agree to indemnify, defend and hold each other harmless from any claims, costs, commissions, fees or damages by any other person or firm claiming to have negotiated, instituted or brought about the Purchase Agreement.

This Letter of Intent is not intended to constitute a binding agreement or contract, but rather to state the preliminary intentions of the parties with respect to negotiating a definitive written agreement between the parties. It is understood and agreed that this Letter of Intent does not contain all the essential terms that the parties expect will be part of such an agreement and neither party shall have any obligation or

liability to the other unless and until the parties enter into such written agreement containing all essential terms and conditions.

Expiration

If one or both parties are not working together in good faith to come up with an agreeable purchase and sale agreement in a timely manner, this Letter of Intent can be terminated with a thirty (30) letter in writing indicating the intent to terminate it.

Regards,



Brandon Ghiossi
on behalf of CPD REAL CO, LLC

ACCEPTANCE:

SELLER:

The City of Keizer

By: _____

Name: _____

Title: _____

Date: _____

BUYER:

CPD REAL CO, LLC

By: _____

Name: Nick Parisi

Title: Principal

Date: _____

DESCRIPTION OF PROPERTY

[illegible]

EXHIBIT B
SELLER WORK

Demolition: *(Check applicable boxes)*

Demolition is required: YES ☐ or NO ☒.

Pad Delivery of Property by Seller: Seller shall deliver the Property free and clear of all other tenancies and parties in possession, free of all hazardous substances and free of any existing surface and subsurface improvements.



To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Shane Witham, Planning Director

Subject: Initiating Text Amendment to consider allowances for auto-related uses in Keizer Station Area B

Proposed Motion

I move the City Council adopt Resolution R2025-__ initiating legislative amendments to the Keizer Code, Appendix A to consider amending Section 2.110.04 and Section 2.110.05 and other relevant sections to allow auto-related business in Area B - Keizer Station Plan in the area by the transit station.

I. Summary

Staff is requesting that City Council initiate legislative amendments to consider allowances for auto-related uses in Keizer Station Area B. Staff would like to have Council's direction for initiating this process, since it is not something previously identified by Planning Commission or staff. If council passes the resolution, staff will take the matter before planning commission in order to obtain a recommendation for Council's future consideration.

II. Background

- A. Legislative Amendments are initiated by staff, the Planning Commission, or City Council.
- B. The City Council adopted Ordinance 2025-899 on August 4, 2025, which amended the Code to allow drive-thru restaurant uses (as a conditional use) in Keizer Station Area B on the east side of Keizer Station Boulevard. There were public hearings before both the Planning Commission and City Council, as well as a neighborhood meeting that engaged the public on this matter. The request and consideration during that process was narrow. The proposed amendments were initially to allow service station and drive-thru restaurant uses in Keizer Station Area B as conditional uses. Ultimately, City Council determined that it was appropriate to allow a drive-thru restaurant as a conditional use, but only on the east side of Keizer Station Boulevard.
- C. Due to the Letter of Intent being considered by City Council, staff wishes to obtain

Council's direction on initiating further amendments to the Code.

III. **Current Situation**

- A. Currently, "auto-related" uses, including *Automotive Services, except repair* (SIC 754) are generally prohibited in Keizer Station Area B. (Drive-thru restaurants are now allowed as a conditional use)
- B. City Council is considering a letter of intent for an auto-related use which falls within the *Automotive Services, except repair* (SIC 754) category. If the letter of intent is approved, the development code would need to be modified to allow for development of this type of use.
- C. If Council wishes to initiate the legislative amendment process, then staff will take the matter before the Planning Commission according to the process outlined in the Code. The Planning Commission will hold a public hearing, receive testimony, deliberate and make a recommendation to City Council for the Council's consideration at a future public hearing.

IV. **Analysis**

- A. **Strategic Impact** - It has been identified as a goal for the City to sell property within Keizer Station Area B. A Letter of Intent has been received for City-owned property and in order for the use to be developed, the Code would need to be modified.
- B. **Financial** - No direct financial impact. However, if the amendment is not initiated, it is unlikely that a future purchase and sale agreement would be pursued with this particular end user.
- C. **Timing** - It is appropriate to initiate this process if the Council desires. There are notice requirements for public hearings, as well as notice to the Department of Land Conservation and Development (DLCD) that must be adhered to for legislative amendments.
- D. **Policy/Legal** - If initiated, the legislative amendment process will be followed as outlined in the Keizer Code.

V. **Alternatives**

- A. Pass the resolution, initiating the legislative amendment process
- B. Do not pass the resolution - this would result in no changes to the Code being pursued

VI. **Recommendation**

Staff recommends that City Council adopt the resolution initiating the legislative amendment process.

Attachments

1. RES_CC_Initiating Text Amendment for Auto-Related Uses in Keizer Station Area B_10
6 2025

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

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2025-____

4
5
6 INITIATING LEGISLATIVE AMENDMENTS TO THE KEIZER
7 CODE, APPENDIX A TO CONSIDER AMENDING SECTION 2.110.04
8 AND SECTION 2.110.05 AND OTHER RELEVANT SECTIONS TO
9 ALLOW AUTO-RELATED BUSINESS IN AREA B – KEIZER
10 STATION PLAN IN THE AREA BY THE TRANSIT STATION
11

12
13 WHEREAS, the City Council of the City of Keizer considers it necessary and
14 appropriate to initiate the legislative amendment process to review and possibly revise
15 certain portions of the Keizer Development Code;

16 NOW, THEREFORE,

17 BE IT RESOLVED that pursuant to KDC 3.111.02 and 3.203.01, the City
18 Council of the Keizer hereby initiates the legislative amendment process to review the
19 following Keizer Development Code sections and determine possible amendments:

20 1. KDC Section 2.110.04 regarding allowances and restrictions for applying
21 for a conditional use.

22 2. KDC Section 2.110.05 regarding revision of the use restrictions relating to
23 an auto-related business in Area B – Keizer Station Plan in the parcels located by the
24 transit station.

25 BE IT FURTHER RESOLVED that planning staff is directed to send appropriate
26 notice to the Department of Land Conservation and Development and any other affected
27 agencies and jurisdictions in a manner appropriate and necessary under state law.

Page 1 - RESOLUTION NO. 2025-_____

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

1 Planning staff is delegated the authority to draft proposed text amendments for notice
2 purposes.

3 BE IT FURTHER RESOLVED that any notice shall state that additional
4 amendments to other sections of the Keizer Development Code that are related to the
5 above referenced proposed amendments shall also be considered and possibly adopted.

6 BE IT FURTHER RESOLVED that the Keizer Planning Commission is
7 requested to schedule the matter for public hearing as provided in state and local law.

8 PASSED this _____ day of _____, 2025.

9

10 SIGNED this _____ day of _____, 2025.

11

12

13

14

Mayor

15

16

17

City Recorder



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Tim Wood, Assistant City Manager
Subject: Discussion — Electric Vehicle Charging Station Fee Structure

Proposed Motion

Move to have staff bring back a resolution establishing electric vehicle charging user fees for the City Hall charging stations.

I. Summary

Consider and provide direction on establishing a user fee for public use of the electric vehicle (EV) charging stations at the Keizer Civic Center (City Hall), including selection of a pricing model and effective date via resolution.

II. Background

- A. City Hall's EV charging station equipment was recently upgraded using federal and state grant funds. During Council discussion on July 7, 2025, staff noted that the City has not been charging users for electricity and that the equipment provides the option to charge fees in the future. At the same meeting, Council adopted a supplemental budget for an Electric Vehicle Charging Station Upgrade. These actions indicate both the presence of current EV charging capability at City Hall and the feasibility of enabling user fees should Council choose to do so.

III. Current Situation

- A. The charging station upgrade was completed on August 27, 2025.
- B. Since August 27, 2025, there have been 109 charging sessions by 32 unique drivers. The average charging session is approximately 3 hours, of which approximately 2 hours is active charging and 1 hour is idle time.
- C. The charge station is not currently charging a use fee, which is consistent with the previous charging station.
- D. Staff is recommending charge of \$.30 per kWh which aligns with the other comparable user rates. The station is ready to accept user fees.

IV. Analysis

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - Based on the usage in September 2025, the City could have realized \$300 - \$400 in user fees associated with the EV charging station. Approximately \$3.50 - \$4.00 per user session.
- The EV charging station fees would be General Fund resources.
- C. **Timing** - The use fee for the EV charging station will be effective upon adoption of the resolution or at a future date identified in the resolution.
- D. **Policy/Legal** - Council has established fees and rates for City facilities and services by resolution, including Event Center room use policies and rates and park reservation use fees. Establishing EV charging fees by resolution would align with that past practice.

V. Alternatives

Pricing			
Option	unit	Typical range to consider	Description and use case
A	Per kWh	\$0.20–\$0.40 per kWh	Aligns with energy consumed; transparent to users; requires certified energy metering capability.
B	Time-based	\$1.50–\$3.00 per hour	Simpler to administer when per-kWh billing is not available; encourages turnover.
C	Hybrid	\$0.50–\$1.00 session fee + \$0.15–\$0.30 per kWh OR \$1.00–\$2.00 per hour	Balances recovery of fixed and variable costs; can deter very short sessions occupying stalls.
D	Idle fee add-on	\$0.25–\$1.00 per minute after 10–30 minute grace	Applies after charging completes; improves stall availability; charged in addition to any model above.
E	Status quo	\$0	No fee at this time; reassess after utilization and costs are tracked for a defined period.

VI. Recommendation

Direct staff to return with a Resolution using option A, the per kWh model with a rate of \$0.30 per kWh, which is the mid-point for charging stations in the area.

Attachments

None

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



To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Tim Wood, Assistant City Manager

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

Proposed Motion

I move the City Council approve the National Observances, Commemorative and Heritage Month Guest Speaker Guidance.

I move the City Council approve the Community Engagement Postcards.

I. Summary

At the August 7, 2025 CDEC meeting the Committee made the following motions:

1. To present the Speaker Selection and Presentation Guidelines to the City Council for approval, and
2. To present the postcards to the City Council for approval.

II. Background

A. The CDEC identified as short-term goals:

1. Develop National Observances, Commemorative and Heritage Month Guest Speaker Guidance, and
2. Develop promotional content specific to outreach and engagement for Council consideration and approval.

B. In response to the goals, the CDEC created guidance that can be provided to potential speakers to clarify the administrative process and purpose. In addition the CDEC created postcard outreach materials for the City and the committee itself.

III. Current Situation

A. Draft versions of the National Observances, Commemorative and Heritage Month guest Speaker Guidance and the Community Engagement Postcards have been

created and are ready for City Council review.

IV. Analysis

- A. **Strategic Impact** - Not applicable
- B. **Financial** - Not applicable
- C. **Timing** - The documents will start to be used upon approval by the City Council.
- D. **Policy/Legal** - The CDEC serves as an advisory committee to the City Council. The City Council has final authority to approve the CDEC's recommendations.

V. Alternatives

- A. Approve the recommendation from Community Diversity Engagement Committee (CDEC) regarding National Observances, Commemorative and Heritage Month Guest Speaker Guidance and Community Engagement Postcards.
- B. Suggest changes to the National Observances, Commemorative and Heritage Month Guest Speaker Guidance and Community Engagement Postcards.
- C. Take no action.

VI. Recommendation

Staff recommends the City Council review the attached National Observances, Commemorative and Heritage Month Guest Speaker Guidance and Community Engagement Postcards.

Attachments

- 1. ATT_CC_Proclamation Guidance_09 02 2025
- 2. Att_CC_CDEC Postcards_09 02 2025

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

City of Keizer
Community Diversity Engagement Committee
National Observances, Commemorative and Heritage Month Guest Speaker Guidance
As of September 2, 2025

We are excited to hear from and celebrate you and all that you are representing!

Presenter directions:

- Presentation limited to 1 person
- You will have 5 minutes to present
- Please have all materials ready before presenting
- After the presentation, there will be a quick photo-op with the mayor

Thank you so much for your time, energy and expertise presenting this month's proclamation.

The purpose of city proclamations is to educate and engage the Keizer community by highlighting individuals, organizations, or causes that hold relevance to our city. These proclamations aim to raise awareness about important issues, share historical or cultural significance, and celebrate milestones that shape our community. Speakers are encouraged to connect the topic directly to Keizer, offer meaningful ways for residents to get involved, and spotlight local efforts working to create positive change. The overall intent is to inform, inspire, and foster a greater sense of connection and civic engagement among Keizer residents.

¡Estamos emocionados de escucharte y celebrar todo lo que representas!

Instrucciones para los Presentadores:

- La presentación está limitada a una persona.
- Tendrás 5 minutos para presentar.
- Por favor, ten todo el material listo antes de comenzar.
- Después de que todos terminen sus presentaciones, habrá una sesión rápida de fotos con el alcalde.

¡Muchas gracias por tu tiempo, energía y experiencia al presentar la proclamación de este mes!

El propósito de las proclamaciones de la ciudad es educar y motivar a la comunidad de Keizer resaltando a individuos, organizaciones o causas que sean relevantes para nuestra ciudad. Estas proclamaciones tienen como objetivo crear conciencia sobre temas importantes, compartir significados históricos o culturales; y celebrar hitos que dan forma a nuestra comunidad. Se anima a las personas que presenten proclamaciones a conectar el tema directamente con Keizer, ofreciendo formas significativas para que los residentes se incluyan, y destacando esfuerzos locales que trabajan para crear un cambio positivo. La intención general es informar, inspirar y promover un mayor sentido de conexión y participación cívica entre los residentes de Keizer.

**CAN YOU SPARE
2 HOURS A MONTH TO
SERVE YOUR COMMUNITY?**

IF SO...

**YOUR CITY
NEEDS YOU!**

keizer.org/boards-commissions



WE INVITE YOU TO VOLUNTEER

Keizer citizens are invited to volunteer for appointment to a variety of city boards and commissions addressing these areas:

- Volunteer
- Annual City Budget + Audit Committee
- Growth & Developments
- Parks & Rec
- Traffic, Bikes, & Pedestrians
- Community Diversity
- Arts
- Planning

Visit keizer.org/boards-commissions to see the exciting opportunities awaiting residents who want to help plan the city's operations.



APPLY USING THE QR CODE





C.D.E.C.

Community Diversity Engagement Committee

MAKING KEIZER A GREAT PLACE FOR

**EVERY
ONE**

**We meet the FIRST THURSDAY of each month
from 6 p.m. to 7:30 p.m.**

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

OUR MISSION

'Exists to foster justice, diversity, equity, and inclusion and to strengthen our community through active listening in order to strengthen and encourage civic engagement, understanding and empowerment and to advise the City Council on issues that are critical to connecting our community.'

"WE ARE HERE TO LISTEN"

We, the Community Diversity Engagement Committee, invite you to personally attend any of our sessions on the first Thursday of the month at 6 p.m. in the Robert L. Simon Council Chamber to "Tell us your story". We are listening to what you have to say. We are not a political body but a fact finding and action driven committee. Our work depends on real facts and examples that we want to get from Keizerites.

Agenda, meeting documents and community survey can be found at: keizer.org/CommunityDiversityEngagementCommittee or scan the QR Code »





To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Joseph Lindsay, City Attorney
Subject: Municipal Judge Report - Councilor Check In

Proposed Motion

None

I. Summary

In accordance with the Municipal Judge evaluation process, no later than the second meeting in October each year, the appointed Councilors are to report their observations to the Council at a regularly scheduled meeting. The appointed Councilors are ready to report their observations at tonight's meeting.

II. Background

- A. On December 16, 2024, the Council adopted the updated Municipal Judge Evaluation process.
- B. Councilor Kohler and Councilor Parsons volunteered to attend arraignments and/or hearings and check in with the judge for 2025.
- C. Councilor Kohler and Councilor Parsons are ready to present their reports.
- D. No unsatisfactory results were found and therefore a formal evaluation between the Council and the Municipal Court Judge has not been scheduled.

III. Current Situation

- A. Councilors Kohler and Parsons should present their verbal report at tonight's meeting.

IV. Analysis

- A. **Strategic Impact** - None.
- B. **Financial** - None.

C. **Timing** - Observations of the Councilors are to be presented to the Council at a regularly scheduled meeting before the second meeting in October each year.

D. **Policy/Legal** - Resolution R2024-3527.

V. Alternatives

A. Councilors Kohler and Parsons report to the Council their findings.

B. Calendar this matter to a future Council meeting.

VI. Recommendation

Staff recommends that Councilor Kohler and Councilor Parsons report their observations.

Attachments

1. R2024-3527 - Judge Evaluation Process

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

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2024-3527

4
5 IN THE MATTER OF ADOPTION OF THE
6 MUNICIPAL JUDGE EVALUATION PROCESS;
7 **REPEALING RESOLUTION NO. R2021-3142 AND**
8 **RESOLUTION R2024-3499**
9

10 WHEREAS, the Municipal Judge is appointed by the City Council;

11 WHEREAS, the Council desires a means of understanding and ensuring this
12 appointed position is performing in accordance with the Council's scope of work;

13 WHEREAS, Resolution R2021-3142 adopted an evaluation process to be used in
14 evaluation of the performance of the municipal judge;

15 WHEREAS, Resolution R2024-3499 approved the observation form to be used in
16 the evaluation process;

17 WHEREAS, the City Council wishes to adopt a new evaluation process and
18 include the observation form in one resolution;

19 NOW, THEREFORE,

20 BE IT RESOLVED by the City Council of the City of Keizer that the following
21 Municipal Judge Evaluation Process is hereby adopted:

22 At the first meeting in January every odd numbered year, two Councilors will
23 volunteer to attend arraignments and/or hearings and check in with the Judge for the
24 upcoming year and two Councilors will volunteer to attend arraignments and/or hearings
25 and check in with the Judge for the following year. The Councilors will complete the
26 Council adopted Municipal Court Judge Observation Form attached hereto and return

1 the completed form to the City Attorney no later than the first meeting in September
2 each year. The City Attorney will remind City Council in September if the evaluations
3 have not been completed. The City Attorney will review the completed Observation
4 Form and if there are any Unsatisfactory scores, the City Attorney will set an executive
5 session between the Judge and the Keizer City Council for further evaluation and such
6 evaluation shall be held in executive session pursuant to state law. If no Unsatisfactory
7 scores are identified, the City Attorney will add the matter to the agenda and the
8 Councilors will report their observations to the City Council at a regularly scheduled
9 meeting no later than the second meeting in October each year. Failure to complete this
10 process each year shall in no way effect the Municipal Judge's position of validity,
11 effectiveness or jurisdiction of the municipal court or the Municipal Judge.

12 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
13 Resolutions No. R2021-3142 and R2024-3499 are hereby repealed in their entirety.

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

16 PASSED this 16th day of December, 2024.

17
18 SIGNED this 16th day of December, 2024.

19
20 
21 Mayor

22
23 
24 City Recorder

Municipal Court Judge Observation Form

IMPORTANT: Use this form when observing court. This form is not an actual evaluation. It is to aid an observer in what areas to be mindful of when visiting the court. If any areas are unsatisfactory, then the City Council should hold an executive session to discuss this matter. It is imperative that any evaluative statements about a city official's job performance are conducted after proper, written notice.

Judge's Name:

Date of Observation:

Evaluator's Name:

SCORING from 1 to 4:

***use dashed line for
any examples/notes*

1 Unsatisfactory

2 Fair

3 Meets Expectations/Good

4 Exceeds Expectations/Excellent

AREAS OF EVALUATION

SCORE

- | | |
|---|-------|
| 1. Appropriate Temperament/Courteous | _____ |
| ----- | _____ |
| 2. Legal Knowledge/Command of the Law | _____ |
| ----- | _____ |
| 3. Fairness/Objectivity | _____ |
| ----- | _____ |
| 4. Communication/Explaining | _____ |
| ----- | _____ |
| 5. Listening/Helping Others Feel Heard | _____ |
| ----- | _____ |
| 6. Case Management/Efficient Courtroom Operations | _____ |
| ----- | _____ |
| 7. Appearance of Ethics/Lack of Bias or Conflict | _____ |
| ----- | _____ |
| 8. Decision Making/Creative Solutions | _____ |
| ----- | _____ |
| 9. Professionalism/Respectable | _____ |
| ----- | _____ |
| 10. Collegiality/Good Working Relations | _____ |
| ----- | _____ |

Additional Comments or Feedback:



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: Discussion regarding 2026 City Council Meeting Calendar

Proposed Motion

I move to approve the 2026 City Council Meeting Calendar.

OR

I move to approve the 2026 City Council Meeting Calendar as amended.

I. Summary

A draft of the 2026 Council Meeting Calendar has been prepared for the Council's review and consideration.

II. Background

The Charter of the City of Keizer, Sec. 3.5 - Meetings states:

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

Section 3.1 of the Council Rules of Procedure states: The Keizer City Council will meet in regular session on the first and third Mondays of each month at 6:00 p.m. in the Robert L. Simon Council Chambers or at another place in the City which the City Council designates.

If such date falls on a legal holiday (per state statute), the meeting shall be held at the usual hour and place on the following day. If the meeting approaches 9:00 p.m.; then the Council will vote to prioritize the remaining items and whether to end sooner or deal with the remaining items.

Section 3.2 of the Council Rules of Procedure states: The Keizer City Council may hold a work session on the second Monday of each month in the Robert L. Simon Council Chambers or at another time or place in the City in which the City Council designates.

Such sessions shall allow the City Council an opportunity to review forthcoming projects of the City, determine goals for the ensuing year, receive progress reports on current programs or projects, or to hold open discussions on any City-related subject, provided that all discussions thereon shall be informal with no vote or formal action taken. Work Sessions shall be open to the public; however, an opportunity for public comment will only be allowed at the discretion of the Presiding Officer or by a majority vote of the Council members present.

Section 3.3 of the Council Rules of Procedure states: The Mayor may call a special Council meeting at Mayor's own discretion, and shall call a special meeting at the request of three Council members. Any special meeting shall occur as provided under state law.

Special meetings of the Council may also be held at any time by the common consent of all the members of the Council.

III. Current Situation

- A. A draft of the 2026 meetings has been prepared and is ready for the Council's consideration.

IV. Analysis

- A. **Strategic Impact** - NA
- B. **Financial** - NA
- C. **Timing** - With the 2026 year being just a few months away, now is a good time to discuss the 2026 City Council Meeting Calendar.
- D. **Policy/Legal** - The City Charter and Council Rules of Procedure provide the rules for regular council meetings, work sessions and special meetings.

V. Alternatives

- A. Approve the calendar as presented.
- B. Make changes to the calendar.

VI. Recommendation

Staff recommends Council discuss the City Council Meeting Calendar for 2026.

Attachments

1. 2026 City Council Meetings

"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.”



2026 City Council Meeting Schedule

City Council Meetings - 6:00 p.m.

Monday, January 5, 2026

Tuesday, January 20, 2026

Monday, February 2, 2026

Tuesday, February 17, 2026

Monday, March 2, 2026

Monday, March 16, 2026

Monday, April 6, 2026

Monday, April 20, 2026

Monday, May 4, 2026

Monday, May 18, 2026

Monday, June 1, 2026

Monday, June 15, 2026

Monday, July 6, 2026

Monday, July 20, 2026

Monday, August 3, 2026

Monday, August 17, 2026

Tuesday, September 8, 2026

Monday, September 21, 2026

Monday, October 5, 2026

Monday, October 19, 2026

Monday, November 2, 2026

Monday, November 16, 2026

Monday, December 7, 2026

Monday, December 21, 2026

City Council Work Sessions - 6:00 p.m.

Monday, January 12, 2026

Monday, February 9, 2026 **LRPTF**

Monday, March 9, 2026

Monday, April 13, 2026

Monday, May 11, 2026*

Tuesday, May 12, 2026*

Thursday, May 14, 2026* (if needed)

*Budget Committee

Monday, June 8, 2026

Monday, July 13, 2026

Monday, August 10, 2026

Monday, September 14, 2026*

*Parks Tour

Monday, October 12, 2026

Monday, November 9, 2026

Monday, December 14, 2026



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Adam Brown, City Manager
Subject: Emergency Planning Committee Amendment

Proposed Motion

Staff recommends the City Council adopt Resolution R2025-____ Amending the Keizer Emergency Planning Committee; Amending Resolution R2023-3406; Repealing Resolution R2025-3551.

I. Summary

The Emergency Planning Committee's current provisions include a requirement that the member's term alternate by year. This alternating-year requirement is unnecessary since there is only one public member. All other members are by position or organization. The proposed amendment removes the alternating-year requirement.

II. Background

- A. The Keizer Emergency Planning Committee (EPC) is an established advisory body, and the Volunteer Coordinating Committee maintains appointments for the EPC public position.
- B. The committee revised the resolution that establishes the EPC most recently in Resolution R2025-3551.

III. Current Situation

- A. Appendix A "says that all other members of the committee shall be appointed for a three-year term, except for the initial terms which shall be staggered." Since all members of the committee are appointed because of their position or because of membership in a specified organization, it is no longer necessary to have the "except for the initial terms which shall be staggered" clause in Appendix A.

IV. Analysis

- A. **Strategic Impact** - No strategic impact.

- B. **Financial** - No fiscal impact. Minimal administrative effort to update rosters, webpages, and recruitment materials. No budget adjustment is required.
- C. **Timing** - This is not time sensitive because it is just cleaning up language. The EPC is expected to meet before the end of the year or right after the beginning of the year to review a proposed update of the plan. The public position has been filled and the other positions are by position and organization.
- D. **Policy/Legal** - Resolution R2025-3551 was the most recent amendment to the Keizer Emergency Planning Committee. The City Council Rules of Procedure regarding appointments and terms were most recently amended on January 21, 2025. Additional direction was given regarding committee structures and term consistency at the February 10, 2025, Council Work Session. The City Attorney has reviewed the draft resolution for form.

V. **Alternatives**

- A. Adopt the resolution as proposed.
- B. Adopt with modifications (e.g., retain staggered terms but remove alternating-year requirement; set a different term length/end date convention).
- C. Take no action (retain current alternating-year requirement).
- D. Direct staff to return with an approach that aligns the EPC with a specific biennial or staggered cycle.

VI. **Recommendation**

Staff recommends the City Council adopt Resolution R2025-____ amending the Keizer Emergency Planning Committee to remove the alternating-year requirement for public member terms and to clarify membership and term provisions as set forth in Exhibit A.

Attachments

- 1. RES_Keizer Emergency Planning Committee R2023-3406
- 2. Resolution R2025-3551
- 3. RES_CC_Emergency Planning Committee_10 6 2025
- 4. APP_CC_Emergency Planning Committee_10 6 2025

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

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2023- 3406

4
5 ESTABLISHING THE KEIZER EMERGENCY PLANNING COMMITTEE;
6 **REPEALING RESOLUTION R2009-1987**

7
8 WHEREAS, the City Council established a committee in 1993 to update the
9 Emergency Operations Plan and such committee was dissolved upon the completion of
10 the task assigned;

11 WHEREAS, the City Council established a committee in 2009 to update the
12 Emergency Operations Plan and the committee has completed its task assigned;

13 WHEREAS, the Emergency Planning Committee has not met since the
14 completion of its task;

15 WHEREAS, it is appropriate for the City Council to establish the Keizer
16 Emergency Operations Committee under the new format and set a new membership so
17 an update of the Emergency Operations Plan can take place;

18 WHEREAS, the City Council wishes to establish the Keizer Emergency Planning
19 Committee to work in coordination with the Keizer Emergency Manager and/or City
20 Manager to implement and refine policy governing the Emergency Operation Plan;

21 NOW, THEREFORE,

22 BE IT RESOLVED by the City Council of the City of Keizer that the Keizer
23 Emergency Planning Committee, is hereby established as outlined in Appendix "A",
24 which is attached hereto and by this reference incorporated herein.

1 BE IT FURTHER RESOLVED that the members shall be appointed by its
2 respective organizations.

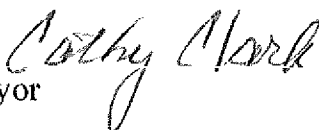
3 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
4 Resolution No. R2009-1987 is hereby repealed in its entirety.

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

7 PASSED this 21st day of August, 2023.

8
9 SIGNED this 21st day of August, 2023.

10
11
12
13
14
15
16


Mayor


City Recorder

Appendix "A"

City Council Committee

Name: Keizer Emergency Planning Committee

Purpose: To implement, test and refine the policy established in the Emergency Operations.

Membership: The Committee shall consist of twelve (12) voting members.

1. Keizer Emergency Manager or City Manager Designee (1)
2. City Manager (1)
3. Chief of Police or their Designee (1)
4. Public Works Director (1)
5. Keizer Community Emergency Response Team (CERT) (1)
6. Council Member (1)
7. Marion County Emergency Manager (1)
8. Citizen at Large (1)
9. Keizer Fire District (1)
10. American Red Cross (1)
11. Marion County Fire District 1 (1)
12. Salem Emergency Manager or Designee of the Salem City Manager (1)

The Mayor will appoint the Council Member to the Committee and will make such announcement at a regularly scheduled Council meeting. The Council Member may be substituted with another Council Member. The Citizen at Large member shall be appointed by the City Council following a recommendation by the Volunteer Coordinating Committee. The Council may appoint a non-voting Youth liaison to the Committee pursuant to the Council Rules of Procedure.

Term of Office: The Council Member shall be appointed for a term pursuant to the Council Rules of Procedure. All other members of the Committee shall be appointed for a three-year term, except for initial terms which shall be staggered. Members may be reappointed. The terms shall be staggered so that not more than three will expire in the same year.

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

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

Attendance: It is the duty of each member to attend at least 75% of the meetings each calendar year. When a member is unable to attend a meeting, the member shall notify

the Chair. Members of the Committee may be removed by two-thirds majority vote of the City Council.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2025- 3551

4
5 AMENDING THE KEIZER EMERGENCY PLANNING COMMITTEE;
6 **AMENDING RESOLUTION R2023-3406**

7
8 WHEREAS, the City Council established the Keizer Emergency Planning
9 Committee by Resolution R2023-3406 on August 21, 2023;

10 WHEREAS, the City Council wishes to amend the membership section of the
11 Committee to allow Council to appoint the Council Member to the Committee;

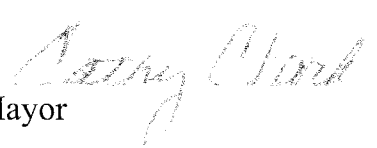
12 NOW, THEREFORE,

13 BE IT RESOLVED by the City Council of the City of Keizer that Resolution
14 R2023-3406 is hereby amended by replacing Appendix "A", which is attached hereto
15 and by this reference incorporated herein.

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

18 PASSED this 3rd day of March, 2025.

19
20 SIGNED this 3rd day of March, 2025.

21
22
23 
24 Mayor

25
26 
27 City Recorder

Appendix “A” City Council Committee

Name: Keizer Emergency Planning Committee

Purpose: To implement, test and refine the policy established in the Emergency Operations.

Membership: The Committee shall consist of twelve (12) voting members.

1. Keizer Emergency Manager or City Manager Designee (1)
2. City Manager (1)
3. Chief of Police or their Designee (1)
4. Public Works Director (1)
5. Keizer Community Emergency Response Team (CERT) (1)
6. Council Member (1)
7. Marion County Emergency Manager (1)
8. Citizen at Large (1)
9. Keizer Fire District (1)
10. American Red Cross (1)
11. Marion County Fire District 1 (1)
12. Salem Emergency Manager or Designee of the Salem City Manager (1)

The Council will appoint the Council Member to the Committee and will make such appointment at a regularly scheduled Council meeting. The Council Member may be substituted with another Council Member. The Citizen at Large member shall be appointed by the City Council pursuant to the Council Rules of Procedure and relevant statutory requirements. The Council may appoint a non-voting Youth liaison to the Committee pursuant to the Council Rules of Procedure.

Term of Office: The Council Member shall be appointed for a term pursuant to the Council Rules of Procedure. All other members of the Committee shall be appointed for a three-year term, except for initial terms which shall be staggered. Members may be reappointed. The terms shall be staggered so that not more than three will expire in the same year.

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

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

Attendance: It is the duty of each member to attend at least 75% of the meetings each calendar year. When a member is unable to attend a meeting, the member shall notify

the Chair. Members of the Committee may be removed by two-thirds majority vote of the City Council.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

**AMENDING THE KEIZER EMERGENCY PLANNING
COMMITTEE; AMENDING RESOLUTION R2023-3406;
REPEALING RESOLUTION R2025-3551**

WHEREAS, the City Council established the Keizer Emergency Planning
Committee by Resolution R2023-3406 on August 21, 2023;

WHEREAS, the City Council amended the Keizer Emergency Planning
Committee by Resolution R2025-3551 on March 3, 2025;

WHEREAS, the City Council wishes to amend the term of office section of the
Committee so that the terms will not be staggered;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that Resolution
R2023-3406 is hereby amended by replacing Appendix “A”, which is attached hereto
and by this reference incorporated herein.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
Resolution R2025-3551 shall be repealed in its entirety.

Appendix “A” City Council Committee

Name: Keizer Emergency Planning Committee

Purpose: To implement, test and refine the policy established in the Emergency Operations.

Membership: The Committee shall consist of twelve (12) voting members.

1. Keizer Emergency Manager or City Manager Designee (1)
2. City Manager (1)
3. Chief of Police or their Designee (1)
4. Public Works Director (1)
5. Keizer Community Emergency Response Team (CERT) (1)
6. Council Member (1)
7. Marion County Emergency Manager (1)
8. Citizen at Large (1)
9. Keizer Fire District (1)
10. American Red Cross (1)
11. Marion County Fire District 1 (1)
12. Salem Emergency Manager or Designee of the Salem City Manager (1)

The Council will appoint the Council Member to the Committee and will make such appointment at a regularly scheduled Council meeting. The Council Member may be substituted with another Council Member. The Citizen at Large member shall be appointed by the City Council pursuant to the Council Rules of Procedure and relevant statutory requirements. The Council may appoint a non-voting Youth liaison to the Committee pursuant to the Council Rules of Procedure.

The above committee member agencies will submit its designated member to the City Manager. Whenever a designated member is replaced, the agency shall submit the new designated member's information to the City Manager.

Term of Office: The Council Member shall be appointed for a term pursuant to the Council Rules of Procedure. The Citizen at Large member of the Committee shall be appointed for a three-year term. The Citizen at Large member may be reappointed.

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

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

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