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

**To provide oral comments via electronic means, please contact the City Recorder's Office no later than 5:45 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, November 17, 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**

5. **COMMITTEE REPORTS**

   a. **Portland General Electric Presentation**

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 November 3, 2025 Regular Session Minutes**

   b. **Event Center Use Fee Waiver - Keizer Community Band**

8. **PUBLIC HEARINGS**

   a. **RESOLUTION - Authorization for a Supplemental Budget - Park Improvement Fund - State of Oregon Grant**

   **RESOLUTION - Authorization for a Supplemental Budget - General Fund - Park Services - Capital Outlay**

   **RESOLUTION - Authorization for a Supplemental Budget - Administrative Services Fund - General Administration - Liability Insurance**

9. **ADMINISTRATIVE ACTION**

a. **ORDINANCE - Establishing a Franchise Agreement with Forged Fiber 37, LLC for the Provision of Telecommunications Services Within the City of Keizer**

b. **ORDINANCE - Establishing a Franchise Agreement NFC Northwest, LLC for the Provision of Telecommunications Services Within the City of Keizer**

c. **RESOLUTION - Amending the City of Keizer Police Services Fee; Repealing Resolution R2023-3376**

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, December 1, 2025 - 6:00 p.m.***
***City Council Regular Session***

***Monday, December 8, 2025 - 6:00 p.m.***
***Long Range Planning Task Force Meeting***

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

***Monday, December 15, 2025 - 7:00 p.m.***
***City Council  Work Session - Bailey Road Property Discussion***

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."*

# MINUTES
# KEIZER CITY COUNCIL
**Monday, November 3, 2025**
**Robert L. Simon Council Chambers**
**930 Chemawa Road NE**
**Keizer, Oregon**

## CALL TO ORDER

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

## ROLL CALL

Roll call was taken as follows:

**Present:**
Cathy Clark, Mayor
Shaney Starr, Council President
Soraida Cross, Council Vice President
Kyle Juran, Councilor
Daniel Kohler, Councilor
Lore Christopher, Councilor
Felicia Guptill, Youth Councilor

**Absent:**
Marlene Parsons, Councilor

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

## FLAG SALUTE

Mayor Clark introduced the Webelos Pack and they led the Pledge.

## SPECIAL ORDERS OF BUSINESS

**a. <u>PROCLAMATION</u>: Native American Heritage Month**

Chair Delores Pigsley of the Tribal Council Confederated Tribes of Siletz Indians shared about the upcoming Annual Siletz Restoration Pow-Wow.

Mayor Clark read the Proclamation recognizing November as Native American Heritage Month. She presented the proclamation to Chair Pigsley.

Councilor Christopher shared that there would be a Kalapuya Calendar Exhibit that would be at the Keizer Heritage Museum, and there would be a tribal member master weaver coordinating an art demonstration.

**b. <u>PROCLAMATION</u>: National Veterans and Military Families Month**

Mayor Clark introduced Colonel Kevin Dial, Mentoring Director with Valor Mentoring. Mr. Dial expressed appreciation to the community for their support.

Mayor Clark read the Proclamation recognizing November as National Veterans and Military Families Month. She presented the proclamation to Mr. Dial.

## COMMITTEE REPORTS

**a. Volunteer Coordinating Committee Recommendations for Appointments - Multi-Modal Safety Committee, Parks and Recreation Advisory Board and Planning Commission Youth Liaison**

Jesus Escobar, Keizer Public Arts Commission, reviewed their most recent meeting. He shared an upcoming fundraising auction at the Willamette Heritage Center. The Utility Box Art Wrap program was discussed.

City Recorder Melissa Bisset summarized the staff report.

<u>Council President Starr moved the City Council accept the recommendations of the Volunteer Coordinating Committee and appoint Talia Mesecar as Planning Commission Youth Liaison for school year term of 2025/2026; Michael Welsh to Position #1 and Hersch Sangster to Position #2 on the Multi-Modal Safety Committee for the term expiring December 31, 2028; Tanya Hamilton to Position #1, Mike Pantalone to Position #2, and Gwen Carr to Position #3 on the Parks and Recreation Advisory Board for the term expiring December 31, 2028. Councilor Kohler seconded. Motion passed unanimously as follows:</u>
AYES: Clark, Cross, Kohler, Starr, Juran, and Christopher (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Parsons (1)

## PUBLIC COMMENTS

Beth Schmidt, Program Coordinator for Salem-Keizer Safe Routes to School (SRTS) and partner with Salem-Keizer Public Schools (SKPS), spoke about Safe Routes to School. She commented on the importance of Ruby Bridges Walk to School Day and shared that it was recently recognized with the recent passage of Senate Bill 450. She noted that Clear Lake Elementary would be participating in Ruby Bridges Walk to School Day. Ms. Schmidt shared about the significance of Ruby Bridges.

## CONSENT CALENDAR

**a. Approval of October 20, 2025 Regular Session Minutes**

**b. Approval of October 27, 2025 Work Session Minutes**

**c. <u>RESOLUTION</u> - Authorizing the City Manager to Enter Into an Administrative Services Agreement with MissionSquare Retirement**

Councilor Kohler pulled item b.

Council President Starr moved for approval of the Consent Calendar items a and c. Councilor Kohler seconded. Motion passed as follows:
AYES: Clark, Starr, Cross, Juran, Kohler, Christopher (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Parsons (1)

Councilor Kohler noted he was not in attendance and was unable to listen to the recording, and he therefore would be abstaining from the vote.

Council President Starr moved for approval of the Consent Calendar item b. Councilor Cross seconded. Motion passed as follows:
AYES: Starr, Cross, Juran, Christopher (4)
NAYS: None (0)
ABSTENTIONS: Kohler (1)
ABSENT: Parsons, Clark (2)

**PUBLIC HEARINGS**

**a. RESOLUTION - Adopting User Fees for the Keizer Electric Vehicle Charging Stations**

*Mayor Clark opened the Public Hearing.*

Assistant City Manager Tim Wood summarized the staff report. Discussion ensued regarding overnight charging and the new charging station paid for by a grant. There was a request for information about government rates, overnight charging, and a report in three months.

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

Council President Starr moved to adopt Resolution R2025- Adopting User Fees for the Keizer Electric Vehicle Charging Stations. Councilor Kohler seconded. Motion passed unanimously as follows:
AYES: Clark, Cross, Kohler, Starr, Juran, Christopher (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Parsons (1)

**b. ORDER - In the Matter of the Amendment of Rates for Franchise Solid Waste Collection Within the City of Keizer, Effective as of January 1, 2026**

*Mayor Clark opened the Public Hearing.*

City Manager Adam Brown summarized the staff report.

Shawn Edmonds, Loren's Sanitation and Greg Dittman, Valley Recycling explained the rate increase and the Recycling Modernization Act. There was discussion about related funding for education from producers.

There was a question about supporting federal workers, Supplemental Nutrition Assistance Program (SNAP) recipients amid the government shutdown. They were willing to align themselves with how the City was supporting people.

There was discussion about past rate increases and the future of rate increases.

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

Council President Starr moved the City Council adopt Order in the Matter of the Amendment of Rates for Franchise Solid Waste Collection Within the City of Keizer, Effective as of January 1, 2026. Councilor Kohler seconded. Motion passed unanimously as follows:
AYES: Clark, Cross, Kohler, Starr, Juran, Christopher (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Parsons (1)

**ADMINISTRATIVE ACTION**

**a. RESOLUTION - Authorizing City Manager to Sign Grant Agreement for Keizer Rapids Park Synthetic Turf Fields Project (Phase III)**

Assistant City Manager Tim Wood summarized the staff report. Appreciation and praise was given to the students who testified in support of the Project.

Council President Starr moved to adopt Resolution R2025- Authorizing City Manager to Sign Grant Agreement for Keizer Rapids Park Synthetic Turf Field Project (Phase III). Councilor Kohler seconded. Motion passed unanimously as follows:
AYES: Clark, Cross, Kohler, Starr, Juran, Christopher (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Parsons (1)

**b. RESOLUTION - Authorizing City Manger to Sign Letter of Intent with Akemveer Real Estate LLC (Keizer Station Area C-1)**

City Manager Adam Brown summarized the staff report. There was discussion about the demolition of the houses and grading of the property. The testing and abatement would be done, and the City's recommendation was to demolish houses. The Council would have an opportunity to decide if they wished to do so.

There was a question related to zoning, and Mr. Brown explained that there would need to be a Master Plan. Planning Director Witham shared that the entire Area C would be looked at, and there would be related public hearings in the future.

Council President Starr moved to adopt Resolution R2025- Authorizing City Manager to Sign Letter of Intent with Akemveer Real Estate LLC (Keizer Station Area C-1). Councilor Kohler seconded. Motion passed unanimously as follows:
AYES: Clark, Cross, Kohler, Starr, Juran, Christopher (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Parsons (1)

## OTHER BUSINESS

There was no other business.

## STAFF UPDATES

City Manager Brown thanked the Council for his time away and to the Staff for their work.

Assistant City Manager Wood reported that the annual sewer reset was in progress and encouraged everyone to conserve water to possibly save costs on their bills. He announced that if folks were impacted by the government shutdown, there would temporarily be no shutoffs of service and a payment plan would be extended for those in need. In light of the situation, donations could be made to the Keizer Community Food Bank or contact the City to make donations to St. Edward Church and St. Vincent de Paul.

Police Chief Copeland welcomed back Officer Joel Brooks who had been away serving in the Military for the past year.

Human Resources Director Klever shared that a Municipal Utility Laborer position was open.

## COUNCIL MEMBER REPORTS

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

## AGENDA INPUT

**Monday, November 10, 2025 - 6:00 p.m.**
Long Range Planning Task Force — Council agreed that the Meeting would be rescheduled to Monday, December 8th.

**Monday, November 17, 2025 - 6:00 p.m.**
City Council Regular Session

**Monday, December 1, 2025 - 6:00 p.m.**
City Council Regular Session

**Monday, December 8, 2025 - 6:00 p.m.**
City Council Work Session — Council agreed that this meeting slot would be for the Long Range Planning Task Force meeting rather than a City Council Work Session.

There was no objection to move the topic of the Utah property to follow the regular session meeting on December 15, 2025.

## ADJOURNMENT

Mayor Clark adjourned the meeting at 7:29 p.m.

MAYOR: APPROVED:

| | |
|---|---|
| Cathy Clark | Dawn Wilson, Deputy City Recorder |

Minutes approved: ________________________

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City Council Meeting Date: November 17, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Tim Wood, Assistant City Manager

Subject: Event Center Use Fee Waiver - Keizer Community Band

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**Proposed Motion**
I move the City Council approve a waiver of the Event Center use fee of $1,500 for the Keizer Community Band concerts on December 18, 2025, and May 28, 2026.

## I. Summary

The Keizer Community Band has requested a waiver of the use fee for the use of Iris Rooms A and B in the Keizer Event Center for their holiday and spring concerts on December 18, 2025, and May 28, 2026. The concerts are free and open to the public.

The total use fee for the two events is $1,500 and includes a 25% discount for Keizer-based non-profit entities. In addition, the Keizer Community Band would be responsible for a $1,150 refundable deposit.

Staff will be required to set up the room prior to the event, be available during the event, and clean/restore the room after the event. The approximate staff time for the two events is 8 hours, totaling approximately $400.

## II. Background

A. The Keizer Community Band was formed in 1998 at the request of former Keizer Mayor Bob Newton. Mayor Newton wanted a band that would represent the community and furnish music for community functions as well as music for entertainment.
B. Michael Koenig has been the director of the band since 2003.
C. The City Council has previously waived the use fee and deposit for similar events over the last several years.

## III. Current Situation

A. The City has received a completed Event Center Use Agreement for concerts on December 18, 2025 and May 28, 2026.

B. No other request for room reservations on this date have been received.

## IV. Analysis

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

B. **Financial** - The financial impact of this request is a reduction in use income for the Event Center of $1,500.

C. **Timing** - The concerts are December 18, 2025 and May 28, 2026 from 7:00 pm to 8:15 pm.

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

## V. Alternatives

A. Approve a waiver of the Community Center use fee of $1,500.
B. Take no action and the City will charge the applicable use fees for access to the Event Center.

## VI. Recommendation

Staff recommends the Council approve a waiver of the Event Center use fee of $1,500 for the Keizer Community Band concerts on December 18, 2025 and May 28, 2026.

## Attachments

1. RES_CC_R2024-3435_2023-01-02 - Adopting Use Policies and Rates for the Keizer Event Center_11 17 2025

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2024-3435

ADOPTING USE POLICIES AND RATES FOR THE KEIZER EVENT CENTER; **REPEALING RESOLUTION R2023-3423**

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

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

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

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

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

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

NOW, THEREFORE,

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

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



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

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

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

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



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

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

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

1. <u>Base Use Rates.</u> The following base use rates shall be charged for the Keizer Event Center:

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



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f. Government and quasi-government entities, e.g., City of Salem, Marion County, State of Oregon, Salem-Keizer School District, Keizer Fire District, Salem-Keizer Transit District, Keizer Chamber of Commerce, League of Oregon Cities, Mid-Willamette Valley Council of Governments, are entitled to a twenty percent (20%) discount on the base use rates outlined in 1(b) and 1(c) herein. (Small rooms are not discounted.)

g. City-hosted activities directly benefiting City operations are entitled to a fifty percent (50%) discount on the base use rates outlined in 1(b) subject to the following:

i. Registration fees charged to participants shall total no more than the actual out-of-pocket costs of the event.

ii. This discount is only available for one or two medium rooms. The large ballroom and small room rates are not discounted.

iii. For Friday, Saturday or Sunday dates, the event may not be reserved more than six (6) months prior to the event.

iv. No alcohol is allowed for City hosted events. Insurance is not required.

h. The above discounts are not transferrable.

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

a. City Meetings. City Council/Urban Renewal Agency meetings, City/Urban Renewal Agency committee, task force, or staff meetings, trainings, recruitments or exercises.

b. Neighborhood Associations. Recognized neighborhood associations may hold their regular meetings, up to twelve (12) meetings per year in one or two small rooms.

c. Keizer-based Youth Sports. Keizer-based youth sports organizations may hold up to three (3) events per year using one medium room or one or two small rooms.

d. Town Hall/Community Forums. City, Urban Renewal Agency, Salem Area Mass Transit District, Marion County, and other governmental agencies may hold town hall/community forums for the purpose of gathering public input.

e. Keizer Library. The Keizer library may hold up to two (2) book sale events per year using up to one medium room for up to three days.

f. City Employee/City Volunteer Training. Training and meetings for City employees or City volunteers are exempt. Other governmental employees or volunteers may also attend. No fee may be charged to



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participants other than the actual meal cost, if a meal is served.

g. City-Hosted Educational Outreach Events. No registration fee may be charged to the participants.

h. Outside Committees/Groups. With City Manager approval, organizations connected with the City or benefitting City residents such as Keizer United, Claggett Creek Watershed Council, and Community Emergency Response Team may hold one meeting per month in one or two small rooms. No registration fee may be charged to the participants.

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

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

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

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



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

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

PASSED this 2nd day of January, 2024.

SIGNED this 2nd day of January, 2024.

Cathy Clark
Mayor

Dawn Wilson
Deputy City Recorder



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503-856-3433

City Council Meeting Date: November 17, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Tim Wood, Assistant City Manager

Subject: Authorization for a Supplemental Budget

---

**Proposed Motion**

I move the City Council adopt Resolution R2025-____ Authorization for Supplemental Budget - Park Improvement Fund - State of Oregon Grant

I move the City Council adopt Resolution R2025-____ Authorization for Supplemental Budget - General Fund - Park Services - Capital Outlay

I move the City Council adopt Resolution R2025-____ Authorization for Supplemental Budget - Administrative Services Fund - General Administration - Liability Insurance

## I. Summary

The supplemental budget is to:

- Recognize and appropriate, in the Park Improvement Fund, $750,000 of grant proceeds from the State of Oregon to be used for the Keizer Rapids Turf Field Phase 3 project.
- Recognize and appropriate $438,000 of additional working capital carry forward in the General Fund - Park Services related to a capital project originally anticipated to be completed during Fiscal Year 2024-25 but won't be complete until Fiscal Year 2025-26, and
- Transfer $25,000 from contingency to materials and services in the Administrative Services Fund - General Administration to provide for liability insurance claims.

## II. Background

The supplemental budget is to:

- Recognize and appropriate, in the Park Improvement Fund, $750,000 of grant proceeds from the State of Oregon to be used for the Keizer Rapids Turf Field Phase 3 project.

- Recognize and appropriate $438,000 of additional working capital carry forward in the General Fund - Park Services related to a capital project originally anticipated to be completed during Fiscal Year 2024-25 but won't be complete until Fiscal Year 2025-26, and
- Transfer $25,000 from contingency to materials and services in the Administrative Services Fund - General Administration to provide for liability insurance claims.

## III. Current Situation

A. The supplemental budget was noticed in the November 7, 2025, edition of Keizertimes.

## IV. Analysis

A. **Strategic Impact** - Not applicable

B. **Financial** - The supplemental budget will amend the 2025-26 City of Keizer Adopted Budget by:
   - Recognizing and appropriating $750,000 in the Park Improvement Fund for the Keizer Rapids Turf Field Phase 3 project,
   - Moving $438,000 in appropriations in the General Fund - Park Services from Fiscal Year 2024-25 to Fiscal Year 2025-26, and
   - Transferring $25,000 from contingency to materials and services in the Administrative Services Fund - General Administration to provide for liability insurance claims received.

C. **Timing** - The supplemental budget, if adopted, will impact the Fiscal Year 2025-26 - City of Keizer Adopted Budget.

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 resolutions authorizing the supplemental budget.

B. Take no action and City Staff will need to identify alternate appropriations available.

## VI. Recommendation

Staff recommends the council open the public hearing, take any testimony, close the hearing and adopt the attached resolutions.

**Attachments**

1. RES_CC_Authorization for Supplemental Budget - State of Oregon Grant_11 17 2025

2. RES_CC_Authorization for Supplemental Budget - Park Services Capital Outlay_11 17 2025
3. RES_CC_Authorization for Supplemental Budget - General Administration Liability Insurance_11 17 2025

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

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

## Resolution R2025-______________

## AUTHORIZATION FOR SUPPLEMENTAL BUDGET - Park Improvement Fund - State of Oregon Grant

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 | |
| **Park Improvement Fund** | | | | |
| Intergovernmental Resources | 84,200 | 750,000 | - | 834,200 |
| Capital Outlay | 1,562,400 | 750,000 | | 2,312,400 |

This supplemental budget request is to recognize and appropriate a State of Oregon Grant to be used for the Keizer Rapids Park Turf Field Phase 3 project.

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**

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

## Resolution R2025-____________

## AUTHORIZATION FOR SUPPLEMENTAL BUDGET - General Fund - Park Services - Capital Outlay

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 - Park Services** | | | | |
| Working Capital Carry Forward | 392,300 | 438,000 | - | 830,300 |
| Capital Outlay | 379,500 | 438,000 | | 817,500 |

This supplemental budget request is to move appropriations from Fiscal Year 2024-25 to Fiscal Year 2025-26 for a capital project that was originally anticipated to be completed during the prior year but won't be completed until the current year.

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**

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

## Resolution R2025-____________

## AUTHORIZATION FOR SUPPLEMENTAL BUDGET - Administrative Services Fund - General Administration - Liability Insurance

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 | |
| **Administrative Services Fund - General Administration** | | | | |
| Materials and services | 451,400 | 25,000 | - | 476,400 |
| Contingency | 151,400 | - | 25,000 | 126,400 |

This supplemental budget request is to transfer appropriations from contingency to materials and services to provide for liability claims received.

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**

City Council Meeting Date: November 17, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Joseph Lindsay, City Attorney

Subject: Franchise Agreement with Forged Fiber 37, LLC

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**Proposed Motion**

I move that the City Council adopt Ordinance 2025-___ Establishing a Franchise Agreement with Forged Fiber 37, LLC for the Provision of Telecommunications Services Within the City of Keizer.

## I. Summary

Forged Fiber 37, LLC reached out in May 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 September that they wanted to sign an agreement. We developed a non-exclusive franchise agreement with Forged Fiber 37, LLC to operate in the City of Keizer Rights of Way.

## II. Background

A. Forged Fiber 37, LLC (a new AT&T entity) 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 Forged Fiber 37 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. Forged Fiber 37 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. Forged Fiber 37 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 Forged Fiber 37 earns utilizing our city right of way. The City currently receives approximately $25,000 annually from existing telecommunication providers.

C. **Timing** - Forged Fiber 37 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 Forged Fiber_11 3 2025
2. Keizer Fiber Telecom Franchise Agreement - FF37 LLC 09.11 -Final

*“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 FORGED FIBER 37, LLC FOR THE PROVISION OF TELECOMMUNICATIONS SERVICES WITHIN THE CITY OF KEIZER

WHEREAS, Forged Fiber 37, LLC 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 Forged Fiber 37, LLC both desire Forged Fiber 37, LLC to be able to provide telecommunications service within the City and to establish the terms by which Forged 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 Forged Fiber 37, LLC ("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 sections or portions of this Ordinance shall remain in full force and effect.

Section 3. The City Manager is hereby authorized to enter into that certain Franchise Agreement with Forged Fiber 37, LLC, a copy of which is attached hereto and by this reference incorporated herein.

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

PASSED this ________ day of ___________________, 2025.

SIGNED this ________ day of ___________________, 2025.

___________________________________
Mayor

___________________________________
City Recorder



Keizer City Attorney

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

FRANCHISE AGREEMENT WITH FORGED FIBER 37, LLC
FOR THE PROVISION OF TELECOMMUNICATIONS SERVICES
WITHIN THE CITY OF KEIZER

WHEREAS, Forged Fiber 37, LLC, a Delaware limited liability company, 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 nonexclusive telecommunications 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 Forged Fiber 37, LLC to operate a telecommunications 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 Forged Fiber 37 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.

Section 3. Term. Unless sooner terminated, this Franchise will be in full force and effect for period of five (5) years commencing on November 1, 2025 and ending October 31, 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 that this fee lawfully applies to, 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 Grantee 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. Except to the extent arising from City's gross negligence or willful misconduct, 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.

<u>Section 7. Performance Surety.</u>

Upon the effective date of this Agreement, the Grantee 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 Grantee 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. Grantee 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 Grantee'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, and telecommunications facilities are located underground within a public right-of-way of the city, the Grantee must also locate its telecommunications facilities underground.
2. Whenever all new or existing electric utilities, cable facilities, and telecommunications facilities are located or relocated underground within a public right-of-way of the city, the Grantee, if currently occupying 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. Grantee may not 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 Grantee shall, at no expense to City, 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, the Grantee 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 Grantee's telecommunications franchise or other legally sufficient permit.

E. <u>Coordination of Construction Activities</u>. Grantee is required to make a good-faith effort to cooperate with the City.

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

2. If requested by the City, the 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 Public Works Director or designee, to minimize public inconvenience, disruption or damages.

<u>Section 10. Revocation or Termination.</u> 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 right-of-way 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 right-of-way; 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 telecommunications 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.
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.

5. Notwithstanding the foregoing, Grantee may at any time, on written notice to the City, assign this Franchise or any or all of its rights and obligations under this Franchise: (a) to any entity that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Grantee of Grantee; (b) to any successor in interest of Grantee's business operations in the City in connection with any merger, acquisition, or similar transaction if Franchisee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Franchise; or (c) to any purchaser of all or substantially all of Grantee's facilities in the City. Prior to any subsection (c) transfer, Grantee will seek City's written consent which will not be unreasonably withheld.

| | |
|---|---|
| Forged Fiber 37, LLC<br>a Delaware limited liability company | City of Keizer |
| By:__________________________<br>____________________________<br>Its:________________________ | By:__________________________<br>Adam J. Brown,<br>City Manager |
| By: ________________________<br>Printed Name: ________________<br>Title: ______________________ | |

City Council Meeting Date: November 17, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Joseph Lindsay, City Attorney

Subject: Franchise Agreement with NFC Northwest, LLC for Telecommunications Services

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**Proposed Motion**

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

## I. Summary

Ziply Fiber reached out on October 30, 2025 to discuss establishing a separate franchise agreement between NFC Northwest and the City. They sent a sample franchise agreement for our consideration along with an explanation and maps. The maps are attached to this staff report and the explanation is described below.

## II. Background

A. Ziply Fiber has approached the City of Keizer, desiring a non-exclusive telecommunications franchise agreement for NFC Northwest, 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 NFC Northwest 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. NFC Northwest 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.

C. Below is what Ziply Fiber wrote that the reason they are requesting separate but coordinated franchise agreements for both NFC Northwest and Ziply Fiber:

As we work together to bring a new fiber network to your city is as follows: While our teams are closely partnered to deliver a seamless, high-quality broadband experience, each company has its own ownership interests, operational responsibilities, and regulatory requirements—so it's important that both are independently franchised.

**Background and How Our Partnership Works**
As you may have seen in BCE Inc.'s recent press release (Network FiberCo Press Release), BCE and PSP Investments have teamed up to create Network FiberCo—a partnership that brings together BCE's network expertise and PSP's long-term infrastructure investment. Network FiberCo's wholly owned subsidiary – NFC Northwest, LLC - is focused on building, owning, and maintaining fiber assets for the long haul, with a commitment to resilient infrastructure that serves communities like yours. Here in your city, NFC Northwest and Ziply Fiber Pacific are working together to deliver broadband service. Our partnership is set up so that NFC Northwest owns the physical network assets, while Ziply Fiber Pacific is responsible for providing internet services to residents and businesses. This way, you and your community get the benefit of a single, accountable service provider for everyday needs, backed by long-term infrastructure investment.

**Our Distinct Roles in Your City**
NFC Northwest will be building and owning all the fiber facilities from the central point of presence (PoP) in your city out to the network endpoints in public rights-of-way and other authorized public areas. This includes the distribution fiber, access fiber, and related infrastructure needed to reach homes, businesses, and community institutions. NFC Northwest is responsible for the long-term stewardship of these facilities, making sure they're reliable, well-maintained, and meet all construction and restoration standards.

Ziply Fiber Pacific, on the other hand, will own the single fiber line that connects your city's central PoP back to the broader internet. This connection is what brings high-speed internet into your local network and is separate from the distribution and access network owned by NFC Northwest.

As the exclusive internet service provider on NFC Northwest's facilities, Ziply Fiber Pacific will be maintaining and operating NFC Northwest's network on their behalf. We'll also be handling all aspects of retail internet service for your residents and businesses—from customer activation and billing to network monitoring, support, and emergency response.

For you and your team, all day-to-day interactions—whether it's construction coordination, permitting, inspections, traffic control, restoration, customer issues, or emergency response—will be with Ziply Fiber Pacific personnel. NFC Northwest won't have a separate field presence in your city for routine activities; instead, we'll be your main point of contact for everything related to the network, including ongoing maintenance and operations.

**Why We Need Two Franchise Agreements**

*Separate ownership of facilities in the public rights-of-way*. Since both NFC Northwest and Ziply Fiber Pacific will own facilities that occupy or cross your city's rights-of-way—NFC Northwest owns the local fiber network from the PoP to endpoints within city limits, and Ziply Fiber Pacific owns the single fiber backhaul from the PoP to the external internet—each company needs its own franchise agreement. This is standard practice and ensures the legal framework is in place for occupancy, construction, restoration, safety, insurance, and fees.

*Clear allocation of responsibilities and accountability*. A franchise with NFC Northwest covers their role as the owner of the underlying fiber infrastructure in public areas. A separate franchise with Ziply Fiber Pacific covers our role as both the owner of the backhaul facility and the exclusive service provider responsible for maintaining and operating NFC Northwest's network, as well as service delivery and field coordination. By franchising both entities, we avoid gaps and make sure each party is directly accountable to you for its responsibilities.

*Operational simplicity for you*. Even though two franchises are needed for legal clarity, you'll only need to work with one operational interface—Ziply Fiber Pacific. The franchise documents can spell out that Ziply Fiber Pacific is your main point of contact for construction, maintenance, and emergency work on NFC Northwest's facilities, while NFC Northwest remains responsible as the infrastructure owner.

*Risk management and public interest protections*. Having both companies franchised ensures that indemnity, insurance, bonding, relocation, and compliance obligations are attached to the right entity for each type of asset and activity. This setup minimizes risk for your city, streamlines enforcement, and provides continuity if there are changes in operations or ownership down the road.

**How Our Partnership Benefits Your City**

*Long-term infrastructure stewardship*. With NFC Northwest, a partnership between BCE Inc. and PSP Investments, you get the benefit of stable, long-term investment and specialized network expertise for building and owning the fiber infrastructure. This matches your goals for durable, resilient public assets that are built to last and maintained for decades.

*High-quality service delivery*. As the exclusive retail provider on NFC Northwest's facilities, Ziply Fiber Pacific gives your residents and businesses a unified experience: one provider for planning, construction, activation, customer care, and support. This means there's no confusion about who's responsible for service quality and responsiveness.

*Single point of contact for city coordination*. Even though both companies are franchised, your practical interface—whether it's planning meetings, permit coordination, inspections, notifications, or emergency response—will be with Ziply Fiber Pacific. This makes it easier for you to manage right-of-way activities without having to coordinate with multiple parties.

**Summary of the Franchise Framework We're Requesting**
NFC Northwest (the BCE Inc.–PSP Investments partnership)
Role: Owner of the municipal fiber network facilities from the central PoP throughout public rights-of-way and other public areas.
Responsibilities: Construction standards, asset stewardship, compliance, restoration, relocation, and applicable franchise fees tied to owned assets.

Ziply Fiber Pacific

Role: Owner of the single backhaul fiber from the PoP to the internet; exclusive internet service provider using NFC Northwest's facilities; operator and maintainer of NFC Northwest's network on their behalf.

Responsibilities: Day-to-day operations in your city; maintenance and operation of NFC Northwest's network; customer service; network monitoring; emergency response; permitting and field coordination; compliance and reporting; applicable franchise fees tied to owned/operated facilities and activities.

By issuing coordinated franchise agreements to both NFC Northwest and Ziply Fiber Pacific, you're choosing the most transparent and protective approach for your city. This setup follows best practices for right-of-way management, franchising each entity that owns facilities in the public domain, while giving you a streamlined relationship with a single city-facing operator—Ziply Fiber Pacific. As highlighted in the BCE Inc.–PSP Investments press release, NFC Northwest's role is to build and own the fiber infrastructure that powers next-generation connectivity. Ziply Fiber Pacific, as the exclusive service provider, backhaul owner, and operator/maintainer of NFC Northwest's network, will use that infrastructure to deliver reliable, high-speed internet service to your community. Together, these two franchises provide clear lines of responsibility, ensure compliance and public protection, and deliver the benefits of a modern fiber network.

## III. <u>Current Situation</u>

A. NFC Northwest currently does not have a telecommunications franchise agreement with the City of Keizer.

## IV. <u>Analysis</u>

A. **<u>Strategic Impact</u>** - No strategic impact.

B. **<u>Financial</u>** - The City will make seven percent (7%) of the gross revenues that NFC Northwest earns utilizing our city right of way--separate and apart from Ziply. The City currently receives approximately $25,000 annually from existing telecommunication providers.

C. **<u>Timing</u>** - NFC Northwest 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

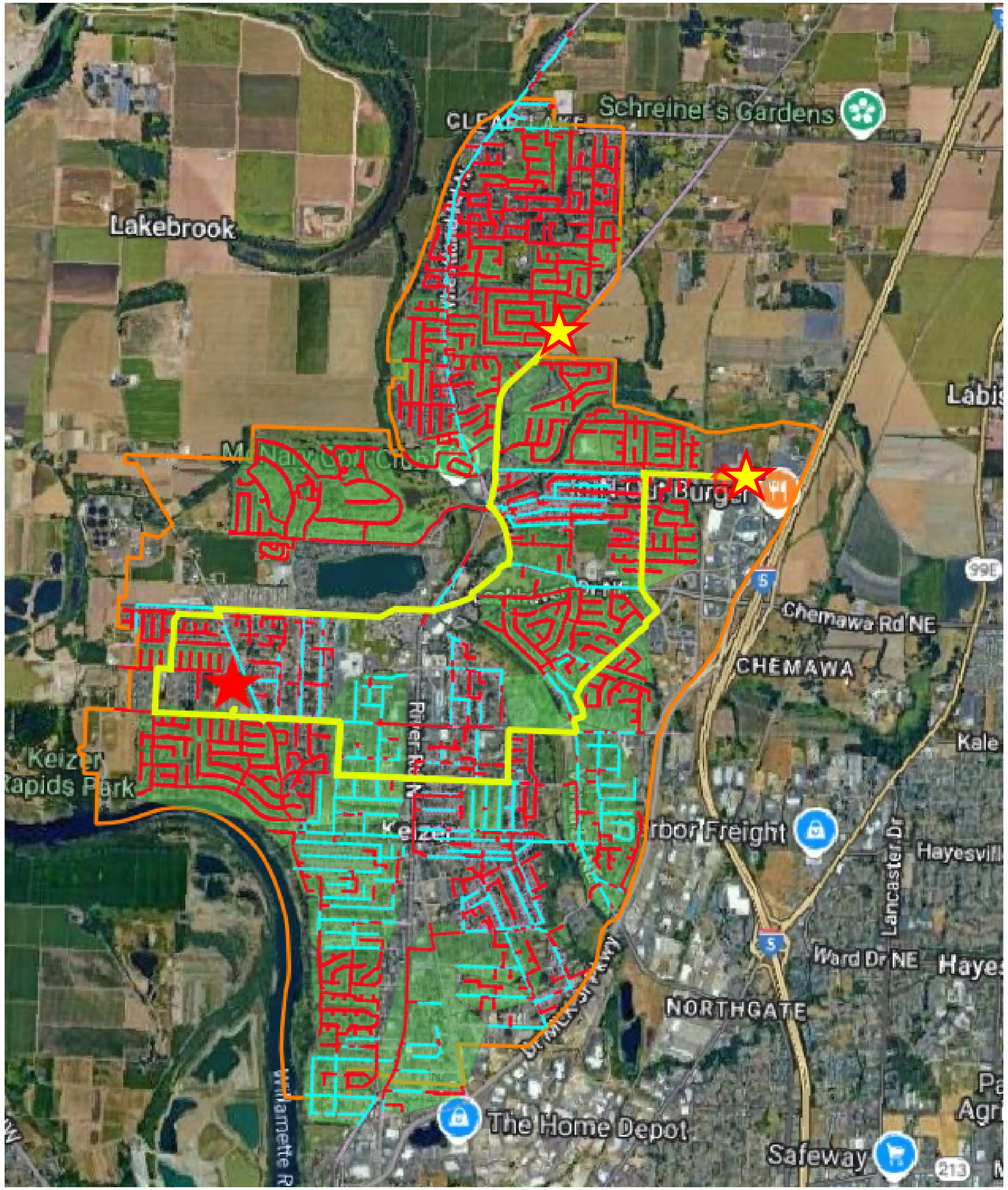
Staff recommends adopting the ordinance authorizing this particular agreement.

## Attachments

1. 2025.10.27 NFC Northwest - Keizer Map
2. 2025.09.26 NFC & ZFP Infographic
3. ORD_CC_Ordinance Establishing Franchise Agreement with NFC Northwest_11 17 2025
4. 2025.10.30 NFC Northwest - Keizer Telecom Franchise Agreement - Final

*"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."*

# Proposed Ziply Fiber build in Keizer, OR




Build Area

City of Keizer

Aerial- 183,273'

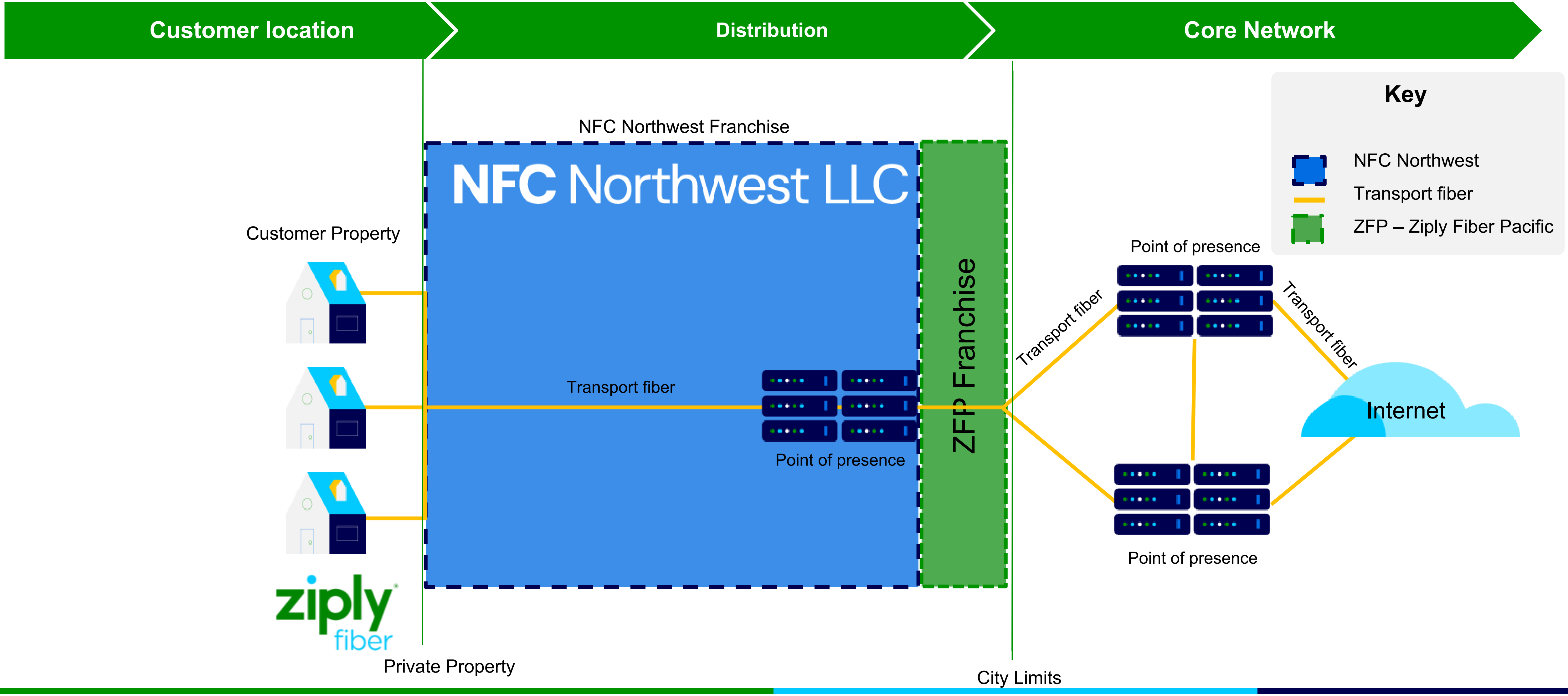
Underground- 576,084'

IXC Fiber

Keizer POP

IXC

# Network assets ownership



A BILL ORDINANCE NO. 2025-__________

FOR

AN ORDINANCE

ESTABLISHING A FRANCHISE AGREEMENT WITH NFC NORTHWEST, LLC FOR THE PROVISION OF TELECOMMUNICATIONS SERVICES WITHIN THE CITY OF KEIZER

WHEREAS, NFC Northwest, LLC 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 NFC Northwest, LLC both desire NFC Northwest, LLC to be able to provide telecommunications service within the City and to establish the terms by which Forged 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 NFC Northwest, LLC ("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.



Keizer City Attorney

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

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

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

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

PASSED this ________ day of ___________________, 2025.

SIGNED this ________ day of ___________________, 2025.

___________________________________
Mayor

___________________________________
City Recorder



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

FRANCHISE AGREEMENT WITH NFC NORTHWEST, LLC
FOR THE PROVISION OF TELECOMMUNICATIONS SERVICES
WITHIN THE CITY OF KEIZER

WHEREAS, NFC Northwest, LLC, 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 NFC Northwest, LLC 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 NFC Northwest 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 December 17, 2025 and ending December 16, 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).

<u>Section 6. Insurance.</u>

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.

| | |
|---|---|
| NFC Northwest, LLC | City of Keizer |
| By:___________________________ | By:___________________________ |
| ______________________________ | Adam J. Brown, |
| As Its:_________________________ | As Its: City Manager |

City Council Meeting Date: November 17, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Tim Wood, Assistant City Manager

Subject: Police Services Fee

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**Proposed Motion**

I move the City Council adopt Resolution R2025-____ Amending the City of Keizer Police Services Fee; Repealing Resolution R2023-3376.

## I. Summary

The 2025-26 - City of Keizer Budget Committee Approved Budget includes an increase in the Police Services Fee of $0.69 per month from $6.90 to $7.59 with an effective date of January 1, 2026. The fee increase will provide approximately $58,800 in additional resources in support of the Police Department.

## II. Background

A. The Police Services Fee was adopted in July 2017 with an effective date of November 2017.

B. The purpose of the Police Services Fee is to provide funding for police services that safeguard, facilitate, and encourage the health, safety, and welfare of the residents and enterprises of the City of Keizer.

C. The resolution adopting the Police Services Fee is required to be reviewed annually by the City Council.

D. The Police Services Fee is restricted by City Ordinance and can only be used to provide resources to the Police Department for employee costs such as wages, insurance, retirement and taxes, in addition to uniforms, service equipment and vehicles.

E. During the City Council deliberation after the public hearing for the 2026 Budget, the council approved a motion to "postpone the decision on the police services fee until the second Council meeting in November pending the revenue numbers that we will get by that time." It was anticipated that the Long Range Planning Task Force would meet before this meeting so that Council could determine how revenues look. The Long-Range Planning Task Force meeting, however, was pushed to December 8, 2025.

F. The Police Services Fee has been adjusted as follows:

| Effective Date | Single Family Residential and Commercial | Multi-Family Dwelling Units | Senior/Head of Household Low Income |
|---|---|---|---|
| January 1, 2024 | $ 6.90 | $ 5.95 | $ 1.93 |
| January 1, 2023 | $ 6.00 | $ 5.17 | $ 1.68 |
| January 1, 2022 | $ 5.00 | $ 4.31 | $ 1.40 |
| November 1, 2017 | $ 4.00 | $ 3.45 | $ 1.12 |

## III. Current Situation

A. The proposed fee increase was noticed in the May 23, 2025 edition of Keizertimes, city website and social media.

## IV. Analysis

A. **Strategic Impact** - Not applicable

B. **Financial** - The proposed increase in the Police Services Fee of $0.69 per month from $6.90 to $7.59 with an effective date of January 1, 2026 will provide approximately $58,800 in additional resources in support of the Police Department.

Property values are coming in at .67% more than anticipated, which is equal to approximately $43,812. Vacancies that we have had in the past which saved significant money are dwindling. The police department only has one vacancy left to fill. There were savings from the partial of vacancies that met that gap. Staff, however, would like to be transparent in that we will be dipping into the General Fund balance to cover current year costs, which is an unsustainable structural gap that will have to be addressed in the coming two budget years. Otherwise, we will go beyond the amount of fund balance needed to have adequate cash flow.

Staff is analyzing an alternative fee structure system where fees would be based on some unit such as equivalent residential use (ERU), so that larger businesses would pay more than a residential home. Right now, a homeowner of a 1,500 square foot home pays the same $6.90 as a big box retail store or industrial business.

C. **Timing** - The proposed fee increase would be effective January 1, 2026.

D. **Policy/Legal** - The City Council is authorized to set the Police Services Fee.

## V. Alternatives

A. Adopt Resolution R2025-____ Amending the City of Keizer Police Services Fee; Repealing Resolution R2023-3376.

B. Wait until after the Long Range Planning Task Force meeting on December 8, 2025 to make a decision.

C. Propose an alternate Police Services Fee amount.

D. Take no action and the existing Police Services Fees will remain in effect.

## VI. Recommendation

Staff recommends the City Council open the public hearing, take testimony and if there are no questions, close the hearing. After the close of the hearing, adopt Resolution R2025-____ Amending the City of Keizer Police Services Fee; Repealing Resolution R2023-3376.

## Attachments

1. RES_CC_Amending Police Services Fee_11 17 2025
2. ATT_CC_Police Services Fee attachment_11 17 2025
3. ATT_CC_2025-26 General Operating Fund Projection_11 17 2025

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

AMENDING THE CITY OF KEIZER POLICE SERVICES FEE;
REPEALING RESOLUTION R2023-3376

WHEREAS, by Ordinance 2017-775 as codified in Keizer Code, Article IX, Division 2, the City Council imposed police services fee on all Premises within the Keizer City limits;

WHEREAS, Keizer Code, Article IX, Division 2, Section 2-326 provides for the amount of the police services fee to be set by Resolution of the City Council;

WHEREAS, by Resolution R2023-3376, the City Council established the amount of the police services fee;

WHEREAS, Resolution R2023-3376 states that the Council shall review the amount of the fee annually;

WHEREAS, upon recommendation of the Budget Committee, the City Council wishes to increase the police services fees;

WHEREAS, the City has met the requirement for providing an opportunity for public comment and held a public hearing prior to the adoption of this amended fee resolution;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the amount of the police services fee and associated charges established by Keizer Code, Article IX, Division 2 shall be as set forth in Exhibit "A" attached hereto and by this reference incorporated herein.



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

BE IT FURTHER RESOLVED that the terms used in this Resolution shall have the meaning set forth in Keizer Code, Article IX, Division 2, Section 2-324.

BE IT FURTHER RESOLVED that the amount of the fee shall be reviewed annually by Council.

BE IT FURTHER RESOLVED that Resolution R2023-3376 (Establishing the City of Keizer Police Services Fee) shall be repealed in its entirety upon the effective date of this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall become effective from and after the January 2026 billings and all successive billings.

PASSED this _____ day of ______________________, 2025.

SIGNED this _____ day of ______________________, 2025.

____________________________________
Mayor

____________________________________
City Recorder



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

Exhibit "A"

# City of Keizer
## Police Services Fee Comparison
### June 2, 2025

| | Proposed Fee | Existing Fee | Dollar Increase | Percent Increase |
|---|---|---|---|---|
| **Single/Duplex** | $ 7.59 | $ 6.90 | 0.69 | 10% |
| **Multi-Family Dwelling Units** | $ 6.54 | $ 5.95 | 0.59 | 10% |
| **Senior [1] /Head of Household Low Income [2]** | $ 2.13 | $ 1.93 | 0.19 | 10% |
| **Commercial Utility Accounts** | $ 7.59 | $ 6.90 | 0.69 | 10% |
| **Delinquency Fee [3]** | $ 37.00 | $ 37.00 | - | 0% |
| **Administrative Fee [3]** | 10% | 10% | - | 0% |

(1) For Single-Family/Duplex unit only. Responsible party must apply and show proof that they are over 75 years of age.

(2) For Single-Family/Duplex unit only. Responsible party must apply and show household income is equal to or less than 30% of the Salem/Keizer area median income, based on family size, as published annually by the U.S. Department of Housing and Urban Development.

(3) Imposed fourteen (14) days after the police services fee is considered delinquent.

**Attachment Two**

# City of Keizer
## General Operating Fund
### As of October 31, 2025

| | | Budgeted 2025-26 | Projected 2025-26 | Difference | % Change |
|---|---|---|---|---|---|
| 1 | **REVENUES:** | | | | |
| 2 | Taxes & Assessments | 7,373,000 | 7,416,800 | 43,800 | 0.6% |
| 3 | Licenses & Fees | 3,608,400 | 3,615,400 | 7,000 | 0.2% |
| 4 | Intergovernmental | 1,713,400 | 1,627,700 | (85,700) | -5.0% |
| 5 | Fines & Forfeitures | 248,000 | 262,900 | 14,900 | 6.0% |
| 6 | Other | 429,000 | 458,000 | 29,000 | 6.8% |
| 7 | Transfers In | 1,021,200 | 1,021,200 | - | 0.0% |
| 8 | **TOTAL NET REVENUES** | **14,393,000** | **14,402,000** | **9,000** | 0.1% |
| 9 | Police Services Fee | 1,250,800 | 1,190,800 | (60,000) | -4.8% |
| 10 | Park Services Fee | 728,000 | 728,000 | - | 0.0% |
| 11 | **TOTAL REVENUES** | **$ 16,371,800** | **$ 16,320,800** | **$ (51,000)** | -0.3% |
| 12 | | | | | |
| 13 | **EXPENDITURES:** | | | | **% Change** |
| 14 | General Government | $ 3,737,000 | $ 3,637,000 | $ (100,000) | -2.7% |
| 15 | Planning | 698,300 | 648,300 | (50,000) | -7.2% |
| 16 | Municipal Court | 233,800 | 233,800 | - | 0.0% |
| 17 | Parks | 1,375,600 | 1,813,600 | 438,000 | 31.8% |
| 18 | Police | 11,545,600 | 11,445,600 | (100,000) | -0.9% |
| 19 | Transient Occupancy Tax | 326,300 | 326,300 | - | 0.0% |
| 20 | Contingency | 859,900 | - | (859,900) | -100.0% |
| 21 | Transfers Out | 453,000 | 253,000 | (200,000) | -44.2% |
| 22 | **TOTAL EXPENDITURES** | **$ 19,229,500** | **$ 18,357,600** | **$ (871,900)** | -4.5% |
| 23 | | | | | |
| 24 | **EXPENDITURES IN EXCESS OF REVENUES** | (2,857,700) | (2,036,800) | 820,900 | |
| 25 | | | | | |
| 26 | **BEGINNING FUND BALANCE** | 6,387,200 | 7,394,600 | 1,007,400 | |
| 27 | | | | | |
| 28 | **ENDING FUND BALANCE** | **$ 3,529,500** | **$ 5,357,800** | **$ 1,828,300** | |
| | **Fund Balance as a % of Revenue** | 22% | 33% | | |