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

**AGENDA**  
**KEIZER CITY COUNCIL**  
**REGULAR SESSION**

**Monday, March 16, 2026**

**6:00 PM**

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **FLAG SALUTE**
4. **SPECIAL ORDERS OF BUSINESS**
  - a. **PROCLAMATION**: Women's History Month
  - b. "If I Were Mayor" Contestant Recognition
  - c. Keizer Community Library Annual Report
5. **COMMITTEE REPORTS**
6. **PUBLIC COMMENTS**

*This time is provided for citizens to address the Council on any matters other than those on the agenda scheduled for public hearing.*
7. **CONSENT CALENDAR**
  - a. Approval of March 2, 2026 Regular Session Minutes
8. **PUBLIC HEARINGS**
9. **ADMINISTRATIVE ACTION**
  - a. **RESOLUTION** - Establishing Classification of Code Compliance Coordinator
  - b. **ORDINANCE** - Relating to Solid Waste Franchises; Amending Keizer Code Section 30-8
  - c. **RESOLUTION** - Adopting the 2020-2030 Public Art Master Plan  
**ORDINANCE** - Relating to Location of Other Public Art; Amending Keizer Code

## Section 12-29

### 10. OTHER BUSINESS

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

### 11. STAFF UPDATES

### 12. COUNCIL MEMBER REPORTS

### 13. AGENDA INPUT

Monday, March 30, 2026 - 6:00 p.m.

*City Council and Community Diversity Engagement Committee (CDEC) Joint Meeting*

Monday, April 6, 2026 - 6:00 p.m.

*City Council Regular Session*

Monday, April 13, 2026 - 6:00 p.m.

*City Council Work Session with Neighborhood Associations*

Monday, April 20, 2026 - 6:00 p.m.

*City Council Regular Session*

### 14. ADJOURNMENT

#### City of Keizer Mission Statement

*The City of Keizer is committed to fostering a safe, unified, and economically vibrant community while maintaining fiscal responsibility. By delivering city services in a coordinated, efficient, and cost-effective manner, we strive to provide exceptional value to residents, ensuring sustainability and responsiveness to community needs to enhance the quality of life for all.*



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

*WHEREAS, The United Nations has sponsored International Women’s Day since 1975, “To recognize the fact that securing peace and social progress and the full enjoyment of human rights and fundamental freedoms requires the active participation, equality and development of women; and to acknowledge the contribution of women to the strengthening of international peace and security;” and,*

*WHEREAS, the 2026 theme for International Women’s Day on March 8 is “Give To Gain”, which “emphasizes the power of reciprocity and support. When people, organizations, and communities give generously, opportunities and support for women increase. Giving is not a subtraction, it's intentional multiplication. When women thrive, we all rise.”; and,*

*WHEREAS, the 2026 theme for Women’s History Month is “Leading the Change: Women Shaping a Sustainable Future.” This theme honors the women who have and are reimagining and rebuilding systems to ensure long-term sustainability - environmental, economic, educational and societal; and,*

*WHEREAS, the City of Keizer recognizes that celebration of Women’s History Month promotes the health, well-being and success of women and girls worldwide; and,*

*NOW, therefore, the Keizer City Council assembled in Regular Session, does hereby proclaim March 2026 as*

## *Women’s History Month*

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

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer to be herein affixed this 16<sup>th</sup> day of March 2026.*

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*MAYOR CATHY CLARK*  
*City of Keizer, Oregon*



**MINUTES  
KEIZER CITY COUNCIL**

**Monday, March 2, 2026  
Robert L. Simon Council Chambers  
930 Chemawa Road NE  
Keizer, Oregon**

**CALL TO ORDER**

Mayor Clark called the meeting to order at 6:04 p.m.

**ROLL CALL**

Roll call was taken as follows:

**Present:**

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

**Staff:**

Adam Brown, City Manager  
Tim Wood, Assistant City Manager  
Joseph Lindsay, City Attorney  
Keare Blaylock, Public Works Director  
Andrew Copeland, Police Chief  
Melissa Bisset, City Recorder

**Absent:**

Marlene Parsons, Councilor

**FLAG SALUTE**

Mayor Clark led the pledge of allegiance.

**SPECIAL ORDERS OF BUSINESS**

Council President Starr moved to suspend the Rules. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Kohler, Starr, Juran, and Christopher (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Cross and Parsons (2)

Council President Starr moved that Councilor Cross be allowed to appear electronically tonight. Councilor Kohler seconded.

Mayor Clark noted that it was deemed important that Councilor Cross appear electronically.



Mayor Clark made a friendly amendment that Councilor Cross attend electronically and be considered "in attendance" (Council Rules of Procedure Section 3.10 - Attendance Duty)

The mover and seconder approved.

Motion passed unanimously as follows:

AYES: Clark, Kohler, Starr, Juran, and Christopher (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Cross and Parsons (2)

**a. Proclamation: National Disabilities Awareness Month and National Disability Employment Awareness Month**

Grace Kilgore, Essential Services, LLC., shared about their program and partnership with The Rec.

Mayor Clark read the Proclamation recognizing March as National Disabilities Awareness Month and National Disability Employment Awareness Month. She presented the proclamation to Ms. Kilgore.

**COMMITTEE REPORTS**

**a. South East Keizer Neighborhood Association Annual Report**

Don Davis, Secretary, of the South East Keizer Neighborhood Association (SEKNA) summarized the Annual Report. Councilor Kohler commented on the great work and progress of SEKNA and thanked Mr. Davis for their work. There were comments about the great work of Ken Gierloff. There was a suggestion to provide recognition for Ken Gierloff in Ben Miller Park. Mr. Davis shared that he was instrumental in the Park.

Council President Starr moved the City Council accept the report of the South East Keizer Neighborhood Association and extend recognition to the South East Keizer Neighborhood Association for an additional year. Councilor Kohler seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Parsons (1)

**b. Volunteer Coordinating Committee Recommendation for Keizer Public Art Commission (KPAC)**

City Recorder Melissa Bisset summarized the staff report.

Council President Starr moved the City Council accept the recommendation of the Volunteer Coordinating Committee and appoint Mario Salazar to Position #1 and Stacy Madsen to Position #6 on the Keizer Public Arts Commission for terms expiring June 30, 2028. Councilor Kohler

seconded.

Councilor Christopher shared that both candidates were worth the wait. She shared about their background, commenting that they would be terrific.

Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Parsons (1)

Chair Mike De Blasi, Multi-Model Safety Committee, shared about their most recent meeting, which included a discussion about speeding and protected crosswalk locations. Mr. De Blasi commented on the street sweeper and how it impacts bike lanes. There would be a Joint Work Session with the City Council and Multi-Model Safety Committee. There was a suggestion to discuss the savings from the Verda Oregon Department of Transportation (ODOT) project.

Youth Councilor Guptill shared that the Keizer Homegrown Theatre was doing a play in honor of Women's History Month. There would also be a Betsy Ross Play, which was the part that Ms. Guptill was playing, at the Victory Academy Learning Pod.

## **PUBLIC COMMENTS**

There were no public comments. Written comments from Dennis Salazar and Bill Kincaid were acknowledged for the record.

## **CONSENT CALENDAR**

- a. **Approval of February 17, 2026 Regular Session Minutes**
- b. **RESOLUTION - Authorizing the City Manager to Award and Enter Into a Contract with Koch Excavation Inc. for Bob Newton Park Sports Court, Sidewalks and Parking Project**

Council President Starr moved that the Keizer City Council approve the Consent Calendar.

Councilor Kohler seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Parsons (1)

## **PUBLIC HEARINGS**

- a. **RESOLUTION - Authorizing City Manager to Sign Sale Agreement and Receipt for Earnest Money with C4M Investments, LLC (782 Olson)**

*Mayor Clark opened the Public Hearing.*

City Manager Adam Brown summarized the staff report.

City Attorney Lindsay explained the history of the property.

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

Council President Starr moved to adopt Resolution R2026- Authorizing City Manager to Sign Sale Agreement and Receipt for Earnest Money With C4M Investments, LLC (782 Olson). Councilor Kohler seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Parsons (1)

## **ADMINISTRATIVE ACTION**

### **a. RESOLUTION - Amending Volunteer Coordinating Committee's Process for Appointments to City Council Committees; Repeal of Resolution R2023-3424**

City Recorder Melissa Bisset summarized the staff report. Chair Jane Herb, Volunteer Coordinating Committee (VCC), explained the voting process and the impact when there were multiple positions open for the same committee. The VCC felt it was better if both positions were voted on one ballot for up to the number of open positions. During the interview, they would ask candidates what their preferences were for the term length. The VCC would then decide where the winning candidates were placed.

Councilor Kohler added that a lot of thought and work went into the proposal over several meetings.

Mayor Clark felt that it was important to include "no recommendation" on the ballot and would be making a suggestion on the language.

Council President Starr moved to adopt Resolution R2026- Amending Volunteer Coordinating Committee's Process for Appointments to City Council Committees; Repeal of Resolution R2023-3424. Councilor Kohler seconded.

Mayor Clark proposed an amendment under Voting 5.b. to change the language to include: "If a candidate receives a majority of members present votes, they shall be forwarded to the City Council for consideration."

The mover and seconder agreed.

Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Parsons (1)

### **b. Approval of the Community Diversity Engagement Committee Rack Cards**

Assistant City Manager Tim Wood summarized the staff report. It was suggested that the rack cards have the formal names of the Committees and that they include the Budget Committee.

Council President Starr moved the City Council to approve the Community Diversity Engagement

Committee rack cards with the changes as discussed. Councilor Kohler seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Parsons (1)

**c. Amphitheatre Use Fee Waiver - 2026 Keizer Rapids Summer Sounds Concert Series**

Assistant City Manager Tim Wood summarized the staff report. Discussion followed regarding the dates and alcohol approval process.

Council President Starr moved the City Council approve the waiver of amphitheater use fees in the amount of \$3,675 for Valor Mentoring's 2026 Keizer Rapids Summer Sounds Concert Series. Councilor Kohler seconded.

It was noted that the fees included the electricity.

Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Parsons (1)

**d. Vegetated Stormwater Facility Bridges**

Public Works Director Keare Blaylock summarized the staff report.

Council President Starr moved the City Council extend the moratorium on the enforcement order requiring residents on Lydia Street to remove the bridges constructed in the public right-of-way, not to exceed 180 days. Councilor Kohler seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Parsons (1)

**e. RESOLUTION — Adopting Tree Removal and Planting Tree Application Permit Fee**

Public Works Director Keare Blaylock summarized the staff report. Discussion ensued regarding when the fee would be charged. There was a question about how many trees fall under the new code. City Attorney Lindsay explained that if a tree was not being replanted, then money could go into a fund for replanting trees.

Ms. Blaylock shared that when trees rot or damage sidewalks, the street team would remove the tree, grind the stump, and then the sidewalk repair and replanting would be completed by the property owner. Ms. Blaylock confirmed that the proposed fee of \$75 was to help cover the administrative costs of the associated tree assessments.

Discussion ensued regarding exemptions, how hazardous trees were handled, and permissions behind the permitting. There was a consensus for staff to review the Ordinance, the enactment of

the Ordinance in terms of any fee schedule, and bring the Resolution back to the Council at a future meeting.

## OTHER BUSINESS

City Manager Brown shared that Marion County Soil and Water Conservation District requested to come and speak at a future City Council meeting. The Council preferred a public comment of five minutes followed by a question and answer session.

Chief Copeland shared that the Police Department was applying for a grant related to high-tech virtual reality training scenarios and overtime for the training.

Council President Starr moved to suspend the rules to take up the matter of writing a letter of support for this grant application. Councilor Kohler seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Parsons (1)

Council President Starr moved that the Keizer City Council write a letter of support for Keizer Police Department's grant application for the virtual reality training system. Councilor Kohler seconded.

Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Parsons (1)

Mayor Clark shared that there were three bills that she asked for support of the City Council:

- Senate Bill (SB) 1517 A with -11 or the -15 amendment for the reinstatement of the validity of liability waivers for recreational immunity. There was no objection to Mayor Clark notifying the League of Oregon Cities (LOC) and the Oregon Mayors Association (OMA) that the City would support this bill.

There was a suggestion for the Council to have a legislative committee in the future.

- House Bill (HB) 4161 for the Hot Dog Bill, regarding no longer looking at food and beverage during meetings as part of the volunteers' compensation. The LOC had been working with the Oregon Government Ethics Commission (OGE) to make this a non-issue, like it used to be. There was no objection to notifying the LOC and OMA to support this bill.
- HB 4177 on the Serial Meeting Law clarification to simplify how the public could participate in advance. There was no objection from Council to share support of HB 4177 with the

LOC and OMA.

Councilor Christopher shared that the Keizer Cultural Center would be putting up a banner recognizing America 250. It would cost \$295 for the banner. The suggestion was to place it on the City Hall building. City Attorney Lindsay explained the related sign code. By consensus, the Council supported placing the sign on the City Hall building, as long as it was in compliance with the sign code.

## **STAFF UPDATES**

City Manager Brown reported there was a request from Keizer Fire District Chief Russell to send the letter for the Federal grant application. The Council had previously authorized the City Manager to provide a letter of support, and so he was able to get it quickly to Fire Chief Russell.

Assistant City Manager Wood reported that there was one week left on the sewer reset for the North side of town.

Chief Copeland shared that the Police Department Report was finalized, and it had been a great team effort. He reported on the events attended and calls for service.

Mayor Clark shared that she received a comment that Community Services Officer (CSO) Ben Crosby had done a great job working with neighbors on getting a large number of vehicles and trailers removed. Chief Copeland commended the work of the CSOs and Public Works staff.

Public Works Director Blaylock shared that the Annual Consumer Confidence Report, on the quality of drinking water, was mailed to the Community and was on the website. Public Works had partnered with the Mid-Willamette Valley Outreach group on the Great Raindrop Scavenger Hunt, which was happening at Keizer Rapids Park and Bush's Pasture Park in Salem. Ms. Blaylock shared about the All Roads Transportation Safety (ARTS) Grant to provide signal upgrades to help with traffic congestion, which would add flashing yellow lights for all 10 intersections that currently don't have the left turn arrows. This grant item would be coming before the Council, as there was a matching amount that would be requested.

City Attorney Joseph Lindsay reported he and the Public Works Director would be meeting with some neighbors on the Vegetative Stormwater Facilities regarding another 180-day moratorium to identify options by working together with them.

## **COUNCIL MEMBER REPORTS**

Mayor Clark and the Councilors each reviewed the events and meetings that they had attended, as well as upcoming events. Mayor Clark and Councilor Cross would work together on recognizing Senator Kim Thatcher for her 20 years of service.

## **AGENDA INPUT**

**Saturday, March 7, 2026 - 9:00 a.m.**

City Council Work Session - Police Fee

**Monday, March 9, 2026 - 6:00 p.m.**

Long Range Planning Task Force

**Monday, March 16, 2026 - 6:00 p.m.**

City Council Regular Session

**Monday, March 30, 2026 - 6:00 p.m.**

City Council and Community Diversity Engagement Committee (CDEC) Joint Meeting

**ADJOURNMENT**

Mayor Clark adjourned the meeting at 8:33 p.m.

MAYOR:

APPROVED:

\_\_\_\_\_  
Cathy Clark

\_\_\_\_\_  
Dawn Wilson, Deputy City Recorder

Minutes approved: \_\_\_\_\_



To: Mayor Clark and City Council Members  
Thru: Adam J. Brown, City Manager  
From: Shane Witham, Planning Director  
Subject: Code Compliance Coordinator

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### **Proposed Motion**

I move that the Keizer City Council adopt Resolution R2026\_ Establishing Classification of Code Compliance Coordinator.

### **I. Summary**

The City of Keizer Planning Department proposes expanding capacity in Code Compliance by shifting and adding duties to the existing Building Permit Specialist position. The change in duties are significant enough to require a reclassification of the position; however, no such classification exists in the City's classification plan. Staff recommends City Council establish the new classification, Code Compliance Coordinator, so that a reclassification can appropriately occur.

### **II. Background**

- A. The need for additional code compliance resources has been recognized for some time; however, budget constraints have prevented adding a new position.
- B. Over the last several years, the duties of the Building Permit Specialist have been shifted to handle additional workload in Code Compliance, which has resulted in realizing efficiencies in performing the functions of code compliance.
- C. In October 2025, the Keizer Human Resources Director conducted a review of the Building Permit Specialist position and determined reclassification was appropriate. This was due to the fact that additional duties and responsibilities have been assigned to the Building Permit Specialist position in order to respond to the expectations of our community in responding to code compliance concerns.

### **III. Current Situation**

- A. Currently, the Planning Department has an opportunity to shift and add duties related to code compliance to address this capacity issue, as well as accurately reflect the practice that has been ongoing for the past few years.



- B. Over the past several years, online building permit submissions have increased, resulting in realizing greater efficiencies on the part of the Building Permit Specialist to process permits. This has allowed more capacity to partner with the Code Compliance Officer to address issues as they arise.
- C. With the re-filling of the Community Service Officer position in the Police Department, and the addition of a 2<sup>nd</sup> Community Service Officer in the Keizer Police Department, the transient camps, graffiti and parking issues have shifted away from being a primary function for Planning and Code Compliance to address, which will also result in additional capacity for the Code Compliance positions.
- D. Human Resources Director Garrett Klever reviewed comparable classifications and worked with me to develop the new job description and determined this new classification be appropriately placed on the City's Non-Bargaining Unit Employees Pay Schedule at Range 18, one range higher than the Building Permit Specialist. We are now requesting approval to establish this new classification effective with the passing of the resolution.

#### IV. **Analysis**

- A. **Strategic Impact** - This request supports the City Council's Operational Excellence & Community Centered Service Goal 4 and the task to conduct internal assessments to evaluate organizational efficiency and cost-saving measures. See the financial section for an explanation of efficiency and savings.
- B. **Financial** - The increase in range for the code compliance coordinator position is one step, which is a 5% increase or approximately \$5,200 on an annual basis. This increase will be offset by a reduction in range for the existing Code Compliance Officer position, which can be done under the City Manager's authority. That position will be downgraded one step or \$5,500 on an annual basis, to reflect the recent changes in duties and responsibilities that are being performed by the Community Services Officers in the Police Department. Therefore, there should be a reduction in costs, particularly since the code enforcement officer position is currently vacan.
- C. **Timing** - N/A
- D. **Policy/Legal** - In accordance with City policy, the Human Resources Director establishes new classifications which require review and approval of both the City Manager and the City Council. The City Manager has approved the establishment of the Code Compliance Coordinator classification.

#### V. **Alternatives**

- A. Adopt the attached Resolution. Code Compliance workload generally increases in warmer months. Work out of class pay can be assigned during periods of additional workload; however, the workload is not always predictable.
- B. Take no action. The Building Permit Specialist would remain supporting Code Compliance workload at current levels, which would necessitate rolling back some of the functions that have been being performed, and could result in a lower level of

service.

**VI. Recommendation**

Staff recommends adopting the attached Resolution.

**Attachments**

1. RES\_CC\_Establishing Code Compliance Coordinator Classification\_3 16 2026

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2  
3 Resolution R2026-\_\_\_\_\_

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5  
6 ESTABLISHING CLASSIFICATION OF CODE  
7 COMPLIANCE COORDINATOR  
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10 WHEREAS, the City Council of the City of Keizer desires to create the  
11 classification of Code Compliance Coordinator;

12 WHEREAS, no such Classification exists currently;

13 WHEREAS, the Human Resources Director has conducted research relative to  
14 appropriate salary of such classification and based on this analysis the Code Compliance  
15 Coordinator classification would be placed at Range 18 within the City's Non-  
16 Bargaining Unit Employees Salary Schedule;

17 NOW, THEREFORE,

18 BE IT RESOLVED by the City Council of the City of Keizer that the  
19 classification of Code Compliance Coordinator is hereby created and placed at Range 18  
20 of the City's Non-Bargaining Unit Employees Salary Schedule.  
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1           BE IT FURTHER RESOLVED that this Resolution shall take effect immediately  
2 upon the date of its passage.

3           PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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5           SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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Mayor

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City Recorder



To: Mayor Clark and City Council Members  
Thru: Adam J. Brown, City Manager  
From: Joseph Lindsay, City Attorney  
Subject: Amending Keizer Code Section 30-8 - Solid Waste Franchises Insurance

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### **Proposed Motion**

I move that the City Council adopt Ordinance No. 2026-\_\_\_\_ Relating to Solid Waste Franchises; Amending Keizer Code Section 30-8.

### **I. Summary**

As part of the housekeeping relating to codification of the City's Ordinances, it became apparent that Section 30-8 would need revisions to the insurance section. Staff wanted to wait to clean up this section until after Council determined the insurance requirements. Since Council adopted the insurance requirements for contractors at its February 2, 2026 meeting, staff is recommending revising Section 30-8 of the Code to be aligned with those requirements.

### **II. Background**

- A. This section of the Code was identified as a section that would need revisions following codification.
- B. Staff desired to wait to suggest the revisions until after Council adopted insurance requirements.
- C. Council adopted the insurance requirements at its February 2, 2026 meeting.

### **III. Current Situation**

- A. Housekeeping measures need to be made to Keizer Code Section 30-8 to align the insurance requirements for solid waste franchises. This should not impact the solid waste franchises as they already carry more than the amount required by the Code as currently written.

### **IV. Analysis**

- A. **Strategic Impact** - Not applicable.

B. **Financial** - None.

C. **Timing** - This is a housekeeping measure only. There is no timing requirement other than having the Code correct.

D. **Policy/Legal** - Only the City Council can adopt Code revisions.

**V. Alternatives**

A. Adopt the attached Ordinance.

B. Direct staff to amend the Ordinance with other insurance provisions.

C. Take no action and the Code will remain with the solid waste franchises being required to supply insurance limits less than Oregon tort claim limits and adopted Council insurance limits.

**VI. Recommendation**

Staff recommends that Council adopt the attached Ordinance.

**Attachments**

1. ORD\_CC\_Amending Keizer Code Sec 30-8 - Solid Waste Franchises\_3 16 2026
2. EXH\_CC\_Sec.\_30\_8.\_\_\_\_Franchises\_3 16 2026

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A BILL  
ORDINANCE NO.  
2026-\_\_\_\_\_  
FOR  
AN ORDINANCE  
RELATING TO SOLID WASTE FRANCHISES;  
AMENDING KEIZER CODE SECTION 30-8  
The City of Keizer ordains as follows:  
Section 1. Keizer Code Section 30-8 is hereby amended as set forth in Exhibit  
A, attached hereto and by this reference incorporated herein.  
Section 2. In preparing this ordinance for publication and distribution, the City  
Recorder shall not alter the sense, meaning, effect or substance of this ordinance, but  
within such limitations, may:  
(a) Renumber sections and parts of sections of the ordinance;  
(b) Rearrange sections;  
(c) Change reference numbers to agree with renumbered chapters, sections or  
other parts;  
(d) Delete references to repealed sections;  
(e) Substitute the proper subsection, section or chapter, or other division  
numbers;  
(f) Change capitalization and spelling for the purpose of uniformity;  
(g) Add headings for purposes of grouping like sections together for ease of  
reference; and

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

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

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

6 PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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8 SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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Mayor

\_\_\_\_\_  
City Recorder



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## Sec. 30-8. Franchises.

### (a) *Applications for collection franchises.*

- (1) An application for a collection franchise under this chapter shall be filed with the city manager on a form to be determined and provided by the city manager. The city may set a fee to be charged for an application.
- (2) The applicant shall provide such additional information as may be reasonably required by the city manager in order to make a recommendation.
- (3) Notice of the application shall be posted at the city hall.
- (4) A copy of the application shall be mailed by regular mail to all other collection franchise holders in the city.
- (5) The city manager shall make such investigation as is deemed appropriate.
- (6) On the basis of the application, evidence submitted with the application and results of any investigation, the city manager shall recommend to the city council whether an application should be granted, granted with modifications or conditions, or denied.
- (7) The application shall be set for public hearing before the city council.
- (8) At the public hearing conducted pursuant to this section, the city manager shall provide information and recommendations to the city council to assist it in reaching a determination. The applicant and any affected franchisee may submit relevant evidence pertaining to the criteria involved. Other interested persons and affected public or private agencies may appear and offer oral or written testimony.
- (9) The city council may, following the public hearing, grant, grant with modifications and/or conditions, or deny the application.
- (10) The determination of the city council after conclusion of any public hearing held under this section shall be final.
- (11) If the city council makes a decision rejecting all or part of an application, the applicant may not submit another application which includes the same request for a period of six months unless the city council finds that the public interest requires reconsideration within a shorter period of time.
- (12) The applicant must show by a preponderance of the evidence that:
  - a. The applicant has a majority of the service accounts in the service area for which such applicant has applied for a collection franchise, which may be evidenced by a list of customers served.
  - b. The applicant has available transportation or collection vehicle or vehicles, equipment, facilities, personnel, and/or financial resources to meet the needs of equipment and service established by this chapter. If the applicant proposes to serve a service area or portion thereof which is under a franchise issued by the city to another person or to replace such person upon expiration of the existing franchise, the person shall have available at the beginning date of the proposed franchise term, transportation or collection vehicles, containers and other equipment equal to that presently used in the service area or the person must show that such quantity of equipment is not necessary or needed for the service area or that the present equipment has the ability to handle the amount of solid or liquid waste.
  - c. The person requesting the franchise has sufficient expertise or retained expertise to ensure compliance with this chapter.

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- d. If the applicant is not already serving the area proposed to be served by the franchise, the person making the application must show that:
1. The defined service area has not been franchised to another person;
  2. The defined service area is not being presently served by the holder of the franchise; or
  3. The service area is not being adequately served by the present holder of the franchise.
- (13) Should the city council find that a modification of the service area applied for is necessary, the city council shall convey said fact to the applicant, at which time the applicant will have the opportunity to appear before the city council and comment on the proposed modified service area. If the applicant accepts the modified service area as found by the city council, the applicant shall do so in writing and the city council shall order the franchise to be issued for the modified service area.
- (b) *Performance bond.*
- (1) Upon the effective date of the franchise, or at any time thereafter, the city may, in its discretion, require franchisee to furnish proof of the posting of an annual performance bond, running to the city, with good and sufficient surety approved by the city. The bond shall be conditioned that the franchisee shall well and truly observe, fulfill and perform each and every term, condition, duty and obligation of the franchise.
  - (2) The amount of the bond shall be not less than \$25,000.00. The amount of the bond may be reviewed annually by the city to determine if the surety amount remains sufficient to ensure continuity of collection service in franchisee's franchise area. At the discretion of the city, the surety bond may be reduced or waived upon request by franchisee.
  - (3) The franchisee shall pay all premiums charged for the bond and shall keep the same in full force and effect at all times required by the city during the term of the franchise. Failure to provide or maintain said performance bond shall be cause for modification, revocation or suspension of the franchise by the city.
  - (4) The bond shall contain a provision that it may not be terminated or allowed to expire without 30 days' written notice first being given to the city manager.
  - (5) The bond shall be in a form satisfactory to the city attorney. During the term that a bond is required, the franchisee shall annually file with the city manager a duplicate copy of the bond along with written evidence of payment of the required premiums.
- (c) *Liability insurance requirements.*
- (1) The franchisee shall maintain public liability and property damage insurance that protects the franchisee and the city and its officers, agents and employees from any and all claims. The insurance shall provide coverage at all times in an amount set by Resolution for contractors and generally have coverage up to the Oregon tort claim limits at the time. Currently, the following rates apply for not less than:
    - a. ~~\$1,000,000~~~~50,000.00~~ to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence.
    - b. ~~\$1,000,000~~~~100,000.00~~ to any claimant as general and special damages for all other claims arising out of a single accident or occurrence, unless those damages exceed ~~\$1,000,000~~~~100,000.00~~, in which case the limit for any additional award of special damages shall be ~~\$2,000,000~~~~100,000.00~~.
    - c. ~~\$2,000,000~~~~500,000.00~~ for any number of claims arising out of a single accident or occurrence.
    - d. All costs of defense.

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- The limits of insurance shall be subject to statutory changes as to the maximum limits of liability imposed on municipalities of the state during the term of the franchise.
- (2) The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the city and its officers, agents and employees. Notwithstanding the naming of the additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy.
  - (3) The insurance shall provide that the insurance shall not be canceled or materially altered without 30 days' written notice first being given to the city manager. If the insurance is canceled or materially altered within the term of the franchise, franchisee shall provide a new policy with the same terms. The franchisee agrees to maintain continuous uninterrupted coverage, in the amounts required, for the duration of the franchise.
  - (4) The franchisee shall maintain on file with the city manager a certificate of insurance and endorsement certifying the coverage required above. The adequacy of the insurance shall be subject to the approval of the city attorney. Failure to maintain liability insurance shall be cause for modification, revocation or suspension of the franchise issued hereunder.
- (d) *Workers' compensation insurance.*
- (1) The franchisee shall obtain workers' compensation insurance coverage for all of the franchisee's workers, employees and subcontractors as provided by the Oregon Workers' Compensation Law. The franchisee shall maintain continuous uninterrupted workers' compensation coverage, in the amounts required by law, for the duration of the franchise.
  - (2) In the event the franchisee's workers' compensation insurance coverage expires or is revoked during the term of the franchise, the franchisee shall timely renew such insurance before its expiration, or otherwise arrange for its timely replacement, as required by the Oregon Workers' Compensation Law. The franchisee shall provide the city with further certificates of workers' compensation insurance as such renewals occur.
  - (3) The franchisee shall maintain on file with the city manager a certificate of workers' compensation insurance certifying the coverage required above. The adequacy of the insurance shall be subject to the approval of the city attorney. Failure to maintain workers' compensation insurance coverage shall be cause for modification, revocation or suspension of the franchise issued hereunder.
- (e) *Compliance with development code.* Prior to a franchise being issued by the city council, the applicant must have obtained all necessary conditional use or other appropriate permits under the development code. The franchise may be issued, at the city council's discretion, with the condition that all appropriate permits under the development code be issued for property affected by the franchise before any business is conducted by the franchisee.
- (f) *Term of franchises.* The initial term of any collection franchise issued pursuant to this chapter shall be no more than ten years.
- (g) *Franchise fees.* The city shall collect fees as follows:
- (1) All collection franchisees shall pay to the city, on a quarterly schedule, an amount equal to not less than zero percent nor more than five percent of the gross billings for collection operations for the previous calendar quarter. The franchise fee may be altered during the term of a franchise by order of the city council.

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- (2) Within 45 days after the end of each calendar quarter, collection franchise holders shall file with the city a true and correct statement of the gross billings for collection operations for the previous calendar quarter.
  - (3) Every collection franchise holder shall maintain books and records disclosing the gross income receipts for the collection service area, which books and records shall be opened at reasonable times and places for audit by the authorized personnel of the city. Said location of the audit is to be at the city hall.
  - (4) No franchise holder subject to rate regulation under this chapter shall be given any preference as compared to another franchise holder and no franchise holder subject to rate regulation under this chapter shall give any rate preference to any person, locality, or type of solid waste stored, collected, transported, or disposed of. Nothing in this section is intended to prevent the city from establishing a uniform class of rates based upon length of haul, weight, volume, or type of solid or liquid waste stored, collected or transported, or disposed of, or the number, type, or location of customers served, or upon any relevant factors, so long as such rates are reasonably based upon costs of the particular services in the same manner as other rates are determined.
- (h) *Franchise agreement.*
- (1) Upon receipt of the order granting the franchise, the applicant shall enter into a written agreement with the city which requires compliance with this chapter and applicable provisions of state law.
  - (2) The written agreement shall state that the franchisee agrees to charge the fees and rates set by city council order pursuant to this chapter and that the franchisee agrees to provide solid waste management service for waste, solid waste, recyclable material and compostable material in the service area of said franchisee in accordance with standards and specifications which may from time to time be established by the city council or the state and to furnish all necessary skill, labor, equipment, receptacles, materials, billing facilities, transportation facilities and related services required therefor.
  - (3) The agreement shall also state that:
    - a. The franchisee agrees and covenants to indemnify, defend and hold the city, its officers, agents and employees, harmless from any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorney fees or expenses, arising from any casualty or accident to person or property by reason of any act done under the franchise, by or for franchisee, the franchisee's officers, agents or employees, or by reason of any neglect or omission of franchisee to keep the franchisee's equipment or operating system in safe condition. The franchisee shall consult and cooperate with the city while conducting its defense of the city.
    - b. The franchisee hereby agrees to indemnify the city for any damages, claims, additional costs or expenses assessed against or payable by the city arising out of or resulting, directly or indirectly, from the franchisee's failure to conduct the franchisee's business operations in accordance with federal, state or local laws governing such operation, unless the franchisee's failure arises directly from the city's negligence or willful misconduct.
  - (4) The applicant shall submit with the contract agreement of such applicant, certification of insurance and performance bonding to comply with the requirements of this chapter.
- (i) *Renewal of a collection franchise.*
- (1) Renewal of any existing franchise may be based upon an application filed with the city using the same procedures outlined by this chapter for the issuance of a collection franchise and shall be controlled by the procedures established for the issuance of a new collection franchise; or
  - (2) Extension of any existing franchise may be automatic if set forth in the franchise agreement.
- (j) *City consent required for assignment, transfer, merger, lease, mortgage or subcontract.*

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- (1) Assignment, transfer, merger, lease or mortgage:
    - a. The franchisee shall not assign the agreement, in whole or in part, or any right or obligation hereunder without the prior written approval of the city as expressed by order. The city's granting of consent in one instance shall not render unnecessary any subsequent consent in any other instance.
    - b. Nothing contained in this subsection (j) shall be deemed to prohibit the mortgage, pledge or assignment of tangible assets for the purpose of financing the acquisition of equipment for the operation of the franchise without the city's consent, but any such mortgage, pledge or assignment shall be subject to the city's other rights with respect to the franchise.
  - (2) The franchisee shall not subcontract the franchisee's work under the franchise, in whole or in part, without the prior written approval of the city. The franchisee shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all of franchisee's obligations, as specified in the franchise. Notwithstanding city approval of a subcontractor, the franchisee shall remain obligated for full performance hereunder, and the city shall incur no obligation other than its obligations to the franchisee hereunder. The franchisee agrees that if subcontractors are employed in the performance of the franchise, the franchisee and the franchisee's subcontractors are subject to the requirements and sanctions of the Oregon Workers' Compensation Law.
  - (3) No assignment of the franchise shall be valid and binding that endeavors to relieve the assigning party of any obligations to make payments that accrued prior to the date of the assignment.
  - (4) For the purpose of determining whether the city will consent to any assignment, transfer, merger, lease, or subcontract, the city may inquire into the technical, legal and financial qualifications of the prospective party. The franchisee shall assist the city in any such inquiry. The city may condition any assignment, transfer, merger, lease, or subcontract upon such conditions as it may deem necessary to ensure that the transferee performs to the standards applicable to all other city collection franchises.
- (k) *Interruption of services.* As a condition of the issuance of any franchise under this chapter, whenever the city council determines that a failure of service or a threatened failure of service would result in the creation of an immediate serious health hazard or serious public nuisance, the city council may, after written notice to the franchisee, authorize city personnel or other designated persons to temporarily provide the service or to use and operate the property, facilities or equipment of the franchisee. The city council may authorize whatever expenses are necessary to operate such property, facilities or equipment. The city council shall return possession of the property and the business of the franchisee upon the abatement of the actual or threatened hazard. The franchisee may request a public hearing on the city council's order regarding interruption of service. The request for a public hearing will not constitute any grounds for staying the city council's order regarding interruption of service. When the city council orders the return of the property, facilities or equipment to the franchisee upon the abatement of the actual or threatened hazard, the equipment shall be returned to the franchisee in the same condition as when the order of interruption of services was issued, less reasonable wear and tear. All receipts shall be returned to the franchisee, less reasonable costs incurred by the city in performing the service required to abate the actual or threatened hazard.
- (l) *Franchisee responsibility.*
- (1) The franchisee shall:
    - a. Dispose of waste and solid waste, if not reused, recycled or resource recovered, at a site approved by the local government unit having jurisdiction in compliance with ORS chs. 459 and 459A and regulations promulgated thereunder.

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- b. Provide sufficient collection vehicles, receptacles, facilities, personnel and finances to provide the solid waste management services for which the franchise was granted or subcontract with others to provide such service pursuant to subsection (j)(2) of this section.
  - c. Respond to any written complaint regarding service in a timely manner.
  - d. Not voluntarily discontinue service to any portion of the service area or any customer without 90 days' notice to the customers of such franchisee and the city manager nor without approval of the city council. Nothing in this section shall prohibit discontinuance of service to a nonpaying customer, provided seven days' notice, in writing, is given to said customer. Before service is reinstated, the franchisee may require an advance payment not to exceed three months collection fee. Nothing in this subsection shall apply to any order for a change, restriction, or termination of service by any public agency, public body, or court having jurisdiction.
- (2) The franchisee shall provide the level of recycling and reuse service required by federal or state law, together with applicable existing or future ordinances, laws, regulations, standards or guidelines promulgated thereunder; provided, however, that the city will support and assist the franchisee in carrying out this responsibility. The franchisee agrees to:
- a. Operate or participate in the operation of a recycling depot within the city for the purpose of providing at least one public facility within the city limits where residents may take recyclable materials.
  - b. Provide at least every-other-week collection of recyclable materials and compostable materials, unless the city requires more frequent collection of sale materials, for all residential cart customers within the city. The list of recyclable materials shall be those approved by the county, unless otherwise ordered by the city, and the materials shall be consistent with state statute and rules promulgated thereunder by the department of environmental quality.
  - c. Provide collection of recyclable materials from commercial, industrial, institutional and governmental sources at least monthly or as otherwise directed, but such direction shall be consistent with state statute and rules promulgated thereunder by the department of environmental quality.
  - d. Provide notice as required by state statute and rules promulgated thereunder by the department of environmental quality to potential and actual recycling and reuse sources and sponsor educational and promotional activities to increase public participation in recycling.
  - e. Provide any additional recycling or reuse service as directed by the city council when the council finds that it is now or is hereafter required by state laws or regulations or by recycling or reuse plans adopted by the city council.
- (3) Service to the customer may be refused when weather conditions or safety conditions prevent said service. If said weather or safety conditions continue for a period of seven days, approval of the city manager must be obtained for continued interruption of service. Access points posing safety problems will be negotiated by the franchisee and the customer. When the city council determines an emergency exists, it may authorize discontinuance of service.
- (4) The franchisee shall not use a firm name containing "city" or "Keizer" or other words implying government ownership.
- (5) All solid waste, recyclable material and compostable material collection vehicles shall be constructed, loaded, operated and maintained in a manner to reduce to the greatest extent practicable dropping, leaking, blowing, sifting or escaping of solid wastes, recyclables or the vehicle's fuel, hydraulic fluid or lubricants from the vehicle onto private property and public streets while stationary or in transit, excepting normal leakage of fuel, hydraulic fluid or lubricants typically associated with a properly

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- maintained vehicle; and leakage of fuel, hydraulic fluid or lubricants due to equipment failure, provided that the failure is immediately corrected and the leakage is cleaned up as soon as practicable. All solid waste, recyclable material and compostable material shall be collected in vehicles which shall be kept reasonably clean and shall be kept in good condition and repair. All said vehicles must be clearly identified by the name of the franchisee owning said vehicle.
- (6) The franchisee shall make reasonable effort to not litter premises in the process of making collections. The franchisee shall repair or replace, at the franchisee's expense, any receptacle damaged as a result of the franchisee's handling thereof and shall replace lids or covers on receptacles immediately after emptying the same. Damage caused outside the course of collection to a receptacle furnished by the franchisee that is in excess of normal wear and tear will be the responsibility of the customer.
  - (7) Except under emergency conditions, collection of solid waste, recyclable materials and compostable materials shall be made between the hours of 6:00 a.m. and 6:00 p.m., subject to such reasonable modifications of collection as the city manager may impose. All collections shall be made as efficiently and reasonably quiet as practicable. Where practicable, the franchisee should minimize the disturbance of residential neighborhoods by running the compaction cycle of the collection truck after 6:00 a.m. Noncompostable and nonrecyclable solid waste shall be collected from the franchisee's customers at least every seven days from every place of business, motel or hotel and residential areas. Nonputrescible solid waste may be collected less frequently, but in no case shall such nonputrescible solid waste be allowed to accumulate longer than 15 days, unless confined within a container. The city manager may order more frequent collection of solid waste than required by this section if the accumulation thereof constitutes a threat to public health, safety or welfare. Upon request of the city manager, the franchisee shall furnish schedules of collection routes and, upon request, shall furnish copies of complaint reports and information as to their disposition.
  - (8) The franchisee shall supply all customers with information regarding any approved rate increase within a reasonable time before the rate increase goes into effect.
  - (9) The franchisee shall collect promptly, and with dispatch, all reasonable quantities or types of solid waste, recyclable material and compostable material placed for collection within the corporate limits of the city and shall dispose or resource recover such waste, recyclable material and compostable material in a lawful manner, upon the payment of the rates approved by the city for such solid waste management services by the persons requesting said service.
  - (10) The franchisee shall establish and maintain an office where solid waste management service bills may be paid, solid waste management service applied for, and complaints made. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 9:00 a.m. and 5:00 p.m. daily, except Saturdays, Sundays, and holidays. A telephone answer service or device may be used for temporary absences.
- (m) *Modification, revocation or suspension of a franchise.*
- (1) Failure to comply with written notice to provide necessary service or failure to comply with the provisions of this chapter or the franchise agreement shall be grounds for modification, revocation or suspension of a franchise issued under this chapter.
  - (2) Prior to any modification, revocation or suspension, the city manager shall provide written notice by regular mail that grounds exist for such action. The franchisee shall have 21 days from the date of mailing of such notice to either comply or request a public hearing.
  - (3) If franchisee does not either comply or request a hearing within the time provided under subsection (m)(2) of this section, the city council may modify, revoke or suspend the franchise or make such action contingent upon continued noncompliance.
  - (4) If franchisee requests a public hearing, the following procedures shall apply:

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- a. The franchisee shall provide such information as may be reasonably required by the city manager in order to make a recommendation.
  - b. Notice of the public hearing shall be posted at the city hall.
  - c. A copy of the notice of public hearing shall be mailed by regular mail to the affected franchise holder.
  - d. The city manager shall make such investigation as is deemed appropriate.
  - e. On the basis of any evidence submitted and results of any investigation, the city manager shall recommend to the city council whether the franchise should be modified, revoked or suspended or whether such action should be contingent upon continued noncompliance.
  - f. The matter shall be set for public hearing before the city council.
  - g. At the public hearing conducted pursuant to this section, the city manager shall provide information and recommendations to the city council to assist it in reaching a determination. The franchisee may submit relevant evidence pertaining to the issues involved. Other interested persons and affected public or private agencies may appear and offer oral or written testimony.
  - h. The determination of the city council after conclusion of any public hearing held under this section shall be final.
- (5) If the franchisee is found by the city council to have failed to comply with written notice to provide necessary service or is found to have failed to comply with the provisions of this chapter or the franchise agreement, or if the franchisee fails to comply with any order of the city council entered upon the basis of any public hearing held pursuant to this section, the city council may modify, revoke or suspend the franchise or make such action contingent upon continued noncompliance.
- (6) In the event the city council finds an immediate and serious danger to the public through creation of a health hazard, it may take action within a time specified in the notice to the franchisee and without a public hearing prior to taking such action.

(Ord. No. 2010-612, § 8, 7-6-2010)

State law reference(s)—Shifting or leaking loads, ORS 818.300.





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

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**Proposed Motion**

I move that the Keizer City Council adopt Resolution R2026-\_\_\_\_ Adopting the 2020-2030 Public Art Master Plan.

AND

I move that the Keizer City Council adopt Ordinance No. 2026-\_\_\_\_ Relating to Location of Other Public Art; Amending Keizer Code Section 12-29.

**I. Summary**

The Keizer Public Arts Commission has developed a Public Art Master Plan intended to guide public art acquisition, program criteria (including murals), and collection documentation/maintenance practices. After many intentional and thoughtful months of discussion, they have a draft recommendation for the Keizer City Council to consider for adoption. In addition, the new programs added for the street art and the storm drain art require an amendment to Keizer Code Section 12-29 relating to who designates the locations for the art.

**II. Background**

- A. The Keizer Public Arts Commission has been developing/using planning materials that outline how artworks are evaluated and acquired, including criteria such as artistic quality, context, longevity, feasibility, public safety, diversity considerations, and whether a proposed artwork is unique within the collection.
- B. Commission materials also address public art collection documentation and maintenance concepts (e.g., maintaining inventory and acquisition records, condition reports, and defining responsibilities for routine/emergency maintenance).
- C. The plan includes the city's collection of art, and programs such as street art, storm drain art, traffic control cabinet wraps, and building murals.
- D. Keizer Code designates who determines the location of the art.

### III. **Current Situation**

- A. The proposed Master Plan provides a framework for:
  - 1. Acquisition/selection guidance (artistic and practical criteria).
  - 2. Program criteria (including mural-related criteria such as expectations for duration/retention and feasibility).  
Collection management (documentation and maintenance concepts).
  - 3. Implementation of programs by the Commission (street painting program)

### IV. **Analysis**

- A. **Strategic Impact** - Adopting the Keizer Public Arts Commission (KPAC) Master Plan is a task under the Economic & Community Development Goal of the Keizer Strategic Plan.
- B. **Financial** -
  - A. There is no direct cost in adopting the Master Plan (by itself): Adoption primarily establishes policy direction.
  - B. Programmatic costs will be done within the annual Council approved budget for the Keizer Public Arts Commission.
  - C. The annual budget for KPAC has been \$6,000.
- C. **Timing** - There is no rush on approval. KPAC would like to proceed with programs in the amended plan. The code revisions should be adopted with the Master Plan as it has direct impact on the new street art and storm drain art program.
- D. **Policy/Legal** - The City Council has the authority to adopt Master Plans. The plan specifies the programs KPAC will take on and allows them to implement them. Only the Council can amend the Keizer Code.

### V. **Alternatives**

- A. Adopt the attached Resolution and Ordinance - This allows KPAC to proceed with the programs included in the plan.
- B. Take No Action - KPAC will be restricted to the current activities underway.

### VI. **Recommendation**

Staff recommends adopting the attached Resolution and Ordinance.

### **Attachments**

- 1. RES\_CC\_Adopting 2020-2030 Public Art Master Plan\_3 16 2026
- 2. DOC\_KPAC\_Master Plan 2026\_3 15 2026
- 3. ORD\_CC\_Amending Keizer Code Sec 12-29 - Location of Other Public Art\_3 16 2026
- 4. ATT-CC-Sec.\_12\_29.\_\_\_\_Location\_of\_other\_public\_art\_ 3 16 2026

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2026-\_\_\_\_\_

ADOPTING THE 2020-2030 PUBLIC ART MASTER PLAN

WHEREAS, the City adopted the Master Plan for Keizer Public Arts Commission  
by Resolution R2022-3250;

WHEREAS, the Council desires to continue to promote public art through pride,  
spirit and volunteerism;

WHEREAS, the Keizer Public Arts Commission wishes to update the Master  
Plan for the Keizer Public Arts Commission;

WHEREAS, the recognition of the updated Master Plan for Keizer Public Arts  
Commission is necessary to indicate the City's continued commitment to public art  
throughout the City;

NOW, THEREFORE,

BE IT RESOLVED that the City Council of the City of Keizer hereby adopts the  
2020-2030 Public Art Master Plan attached hereto and by this reference incorporated  
herein to be used as a guiding document to be used by the City in its efforts to promote  
public art throughout the City.

BE IT FURTHER RESOLVED that Appendix 3 shall be updated with the new  
Sec. 12-29 without further Council action.

1 BE IT FURTHER RESOLVED that revisions can be made to Appendix 4,  
2 Appendix 5, and Appendix 6 at any time without further Council action so long as it  
3 does not conflict with the Public Art and Public Murals section of the Keizer Code.

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

6 PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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8 SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Recorder

# KEIZER PUBLIC ARTS COMMISSION

## 2020-2030 PUBLIC ART MASTER PLAN

REVISED XX/XX/2026



**Cover Art:** Isabella Biondi  
Keizer Arts Commission Student Liaison, 2020–2021

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## I. Purpose Statement

The Keizer Public Arts Commission is established to serve in an advisory capacity to the Keizer City Council to foster community pride, celebrate our shared spirit, and honor the volunteerism that defines our city by promoting and supporting public art that enriches our cultural landscape, inspires creativity, and reflects the unique character of Keizer. Through collaboration with artists, residents, and volunteers, we seek to make art accessible to all and to create vibrant spaces that connect people, tell our stories, and strengthen our community identity.

The Commission will advise the City Council about establishing policies relating to all Public Art Programs. The Commission will review, evaluate, select, and document all Public Art Initiatives. The Commission will have final approval for the selection of all Public Art within the City.

The Commission will establish policies and criteria on which to base review and selection of Public Art. The criteria shall include, but are not limited to, artistic quality, originality, context, permanence, diversity, feasibility, scale and community support.

At a minimum, the policies for the placement of Public Art shall include any policies adopted by City Council Ordinance or Resolution. The Commission may recommend a budget with estimated expenditures and/or income associated with the Public Art Program to the Finance Director annually for the ensuing fiscal year.

## II. Executive Summary

This Master Plan outlines the vision, framework, and operational procedures of the Keizer Public Arts Commission (KPAC). It is designed to align with the City of Keizer's values and strategic goals, as informed by community input and stakeholder collaboration.

Public art enriches cities culturally, socially, and economically. It reflects our shared history, celebrates our evolving identity, and transforms public spaces into meaningful places. In Keizer, public art is a vital expression of community pride and creativity. It connects generations, disciplines, and ideas—making art accessible to all and embedding it into the fabric of civic life.

By integrating artists into the planning and design of public spaces, KPAC ensures that Keizer's built environment is not only functional but also inspiring. This plan affirms our commitment to cultivating a distinct sense of place through art that honors our heritage and invites future innovation.

### **III. ADOPTED ART INITIATIVES**

#### **Exterior Street Sculptures - (see Appendix 2 for full information)**

- An artist may apply for placement of public art at other locations, including, but not limited to, statues and sculptures outdoors.
- Artwork must not interfere with City-owned displayed art.
- The Keizer Public Arts Commission (KPAC) shall review each application and supporting materials.
- Public art, other than art placed at the Keizer Civic Center, may only be placed at locations approved by the city council. This category includes, but is not limited to, public statues or sculptures located in council-approved areas where the city has been granted license or easement rights, or in public right-of-way areas<sup>[HT1]</sup>.
- Property owners will be required to enter into an Art License prior to installation of Public Art and such Art License shall be placed before the Keizer City Council for authorization.
- City will insure Public Art such as public statues and sculptures in an amount the Artist and City agree to in the Agreement for Exhibition of Property. The maximum liability to the City shall be \$25,000.00 per individual art piece.
- An annual honorarium may be paid to the Artist for long term loan of original art.

#### **Murals/Insta Art/ Tile Murals – (see Appendix 2 for full information)**

- Artwork must not interfere with City-owned displayed art.
- A Public Mural may not include any words, pictures, or symbols that may be considered advertising for any business, entity, or location where the Public Mural is affixed.
- Art design must be submitted and approved by Keizer Public Arts Commission and artists will be required to enter into an Agreement for Exhibition of Property prior to installation.
- Public art, other than art placed at the Keizer Event Center, may only be placed at locations approved by the city council. in-approved areas where the city has been granted license or easement rights, or in public right-of-way areas<sup>[HT2]</sup>.
- Property owners will be required to enter into an Art Easement prior to installation of a Public Mural, and such Art Easement shall be placed before the Keizer City Council for authorization.
- City will insure Public Murals in the City of Keizer. The maximum liability to the City shall be \$10,000.00 per Public Mural.

#### **Interior Art Exhibitions (see Appendix 2 for full information)**

- Keizer Public Arts Commission shall be responsible for maintaining rotating local art exhibitions in the Keizer Civic Center Galleries.
- Any artist may apply for placement of public art in the Keizer Civic Center Galleries.
- The Keizer Public Arts Commission shall review each application and supporting materials for approval of art.
- Only City staff, authorized Keizer Art Association members, or authorized volunteers are permitted to install and uninstall Artwork in the Keizer Community Center
- Regardless of market value, the maximum liability to the City shall be \$3,000 per individual art piece or \$50,000 per exhibition. An exhibition means all Artwork displayed in the Keizer Civic Center at the same time, but does not include City-owned displayed art.

- Artist will be required to enter into an Agreement for Exhibition of Property prior to City staff installing property for display.

### **Utility Box Wraps -**

- The Keizer Public Arts Commission (KPAC) has oversight over the utility box wrap initiative. Artists of all ages can submit original artwork to be wrapped around utility boxes in Keizer, Oregon.
- Selected artwork would need to be electronically provided (digitalized pattern) in a high enough resolution and aspect ratio for it to be printed in a large scale so that it could be wrapped around a utility box. The resolution needs to be at least 600 dpi.
- Generally, the print area should be close to 115.5 inches wide and 58 inches tall. The aspect ratio varies a little depending upon the age of the utility boxes.
- If the Keizer Public Arts Commission has accepted your artwork to be wrapped around a utility box in Keizer and provided that your artwork conforms to the above specifications, you would enter into a contract with the City for the City to purchase your electronic design for \$200.
- KPAC has limited budget to pay for utility box wraps annually, the wraps cost approximately \$1,000, and anyone could sponsor a wrap.

### **Street Art (see Appendix 3 for full information)**

- The Keizer Street Painting program encourages creativity of art using the street asphalt as a canvas. Approved art proposals can be painted directly onto the local streets of Keizer. The community itself chooses and installs the creation. This art is not intended to be a traffic control device, but rather to beautify and identify a neighborhood.
- Street paintings can be applied to any street designated by the city of Keizer as being a local street within the Keizer Transportation System Plan
- Design acceptance is determined by KPAC. Local artists' work is encouraged to be used for this application. The art must be an original and not a copy of some other art. An Artist Waiver to Rights needs to be signed and submitted to the City.
- Designs cannot cover existing pavement markings, or extend beyond the street surface to curbs, sidewalks and other features.
- The city will not maintain the painting or restore it after construction or damage. The neighborhood can choose to maintain the painting or let it fade. The life expectancy is about 3 years.
- Maintaining the painting will require permission from the city. The applicant or Neighborhood Association will apply through the same process. It will need to be refreshed exactly as was originally approved or a new application will be required for a new proposal.

### **Storm Drain Designs (see Appendix 4 for full information)**

- The Storm Drain Art project will provide aesthetically pleasing art around storm drains designed to educate the public and reduce pollutants entering the storm system.
- Keizer City Council authorizes the Keizer Public Arts Commission (KPAC) to work with Public Works to identify high visibility catch basins for painting. City Council will waive the ROW permit fee for the catch basins selected for painting.
  - KPAC will review and approve all art submissions. Selections based to ensure art quality, fairness, and connections to art themes.
  - Provides artist with paintbrushes and mixing containers
  - Coordinate artists and Public Works Department to get area around the catch basin cleaned, prepped, and painted with primer.



#### IV. ANNUAL PROGRAMS AND MAINTENANCE

| PROJECT                                                                                                                                                                                                               | TIMELINE                     | COST ESTIMATE |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|---------------|
| Review Prior Year Budget and prepare budget request for next budget year                                                                                                                                              | February-March               |               |
| Review and select current year holiday card                                                                                                                                                                           | March                        | \$300.00      |
| Select Art to purchase to City collection                                                                                                                                                                             | June                         |               |
| Review and Edit Art Inventory Appendix                                                                                                                                                                                | July-August                  |               |
| Schedule Wood Sculpture Preservation                                                                                                                                                                                  | June-September               | \$750.00      |
| Schedule for Mural Graffiti Protection<br>Apply anti-graffiti coating every 5 yrs.<br><br>(TEX-COTE Graffiti Gard used in 2016, 2021<br>Vendor: Portland Tech Sales Group / Western<br>Chemical Labs, Lake Oswego, OR | 2026<br>2031<br>2036<br>2041 | \$250.00      |



**EAST ART GALLERY**



## V. ART PROJECTS PLANNING

Defined as initiatives spanning 1 to 10 years.

| PROJECT                                                                           | TIMELINE    | COST ESTIMATE |
|-----------------------------------------------------------------------------------|-------------|---------------|
| Identify 3 additional spaces for sculpture on main arterials and secure easements | 2026-2030   | \$3,000       |
| Identify 2-3 Mural spaces and secure easements                                    | 2026 - 2030 | \$3,000       |
| Launch Sidewalk Chalk Event as part of the Iris Festival                          | 2026 – 2030 | \$500         |
| Explore Wind Art Installations                                                    | 2026 - 2030 | TBD           |
| Complete Utility Box Wrap Program                                                 | 2030        | \$6,000       |
| Develop a Banner Program for Keizer Arterials                                     | 2026 - 2030 | TBD           |
| Review and Update Public Art master Plan                                          | 2029        |               |
| Complete Update of the Keizer Art Map                                             | 2030        | \$1,000       |



**Chemawa Indian School Student Murals in the North Gallery**





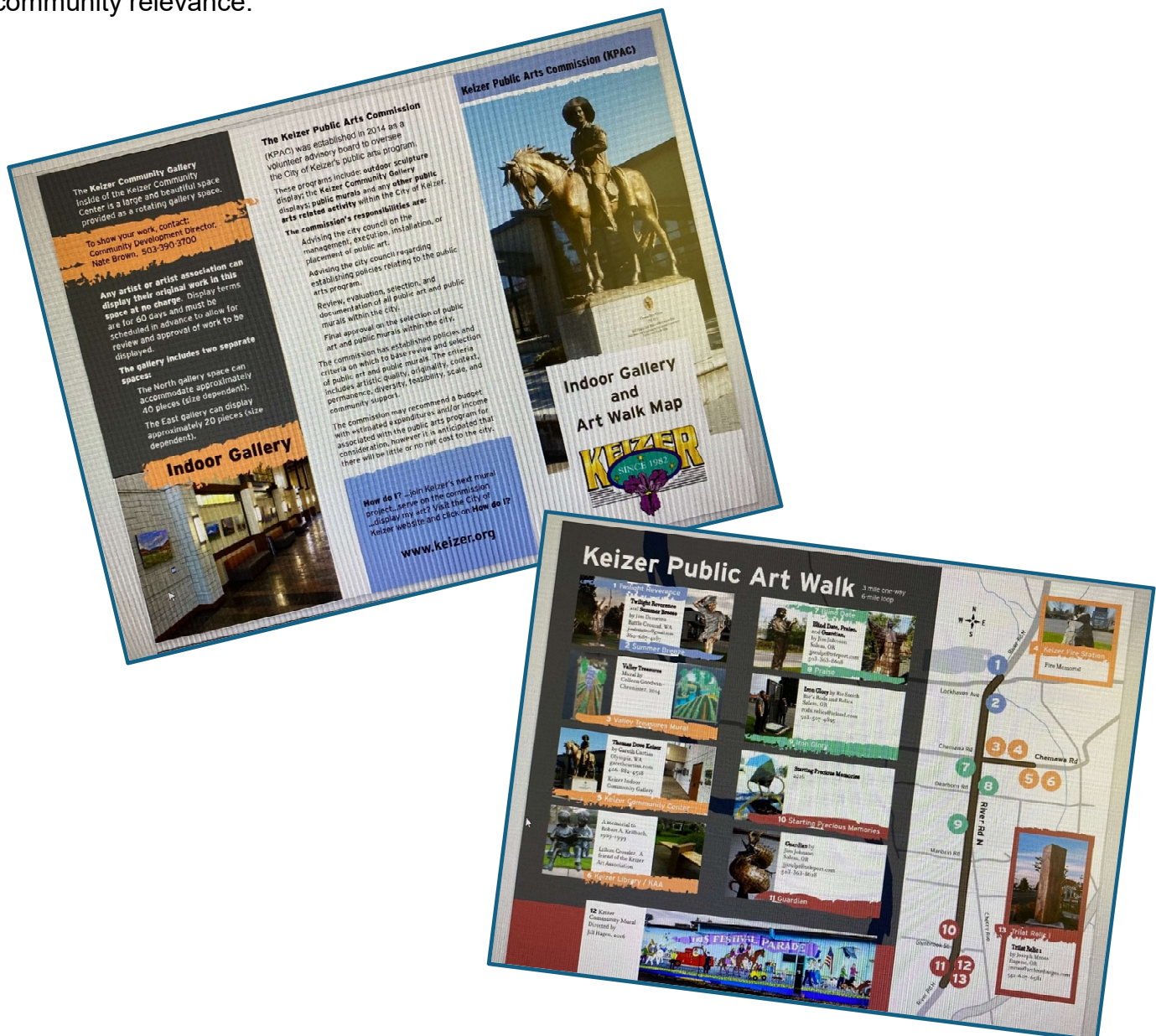
## VI. Guidelines for Future Art Proposals

Community members, artists, and organizations are encouraged to submit ideas to KPAC via mail, email, or in-person at scheduled City Hall meetings.

### Proposal Requirements

- Project description and objectives
- Proposed location and dimensions
- Materials and maintenance plan
- Estimated budget and funding sources
- Timeline and key milestones
- Designated project manager or contact person
- Stakeholder engagement plan (e.g., property owners, artists, tradespeople)
- Approval coordination with City Council and relevant bodies

All approved projects must adhere to agreed timelines and standards of quality, accessibility, and community relevance.



# APPENDIX 1

## Public Art Inventory

### EXTERIOR ART

Title: **PRAISE**  
 Location: River Road, Keizer Plaza  
 Artist: Jim Johnson  
 Owner: Artist, on loan, \$200 honorarium annually  
 Medium: Cast Bronze and welded  
 Dimensions: 6' X 50" X 32"  
 Year Installed: 2008  
 Value: \$20,000



Title: **PLEASE**  
 Location: River Road, Abby's Pizza Parlor  
 Artist: Jim Johnson  
 Owner: Artist, on loan, \$200 honorarium annually  
 Medium: Welded Steel and copper  
 Dimensions: 6' X 32"  
 Year Installed: 2021  
 Value: \$15,000



Title: **BLIND DATE**  
 Location: River Road, Keizer Corner  
 Artist: Jim Johnson  
 Owner: Artist, on loan, \$200 honorarium annually  
 Medium: Bronze  
 Dimensions: 6' X 3' X 3'  
 Year Installed: 2006  
 Value: \$6,000



Title: **TRILAT RELIC (FRAGMENTS)**  
 Location: River Road, The Rec  
 Artist: Joseph Mross  
 Owner: Artist, on loan, \$200 honorarium annually  
 Medium: Copper/Steel  
 Dimensions: 11' X 3'6"  
 Year Installed: 2010  
 Value: \$13,400



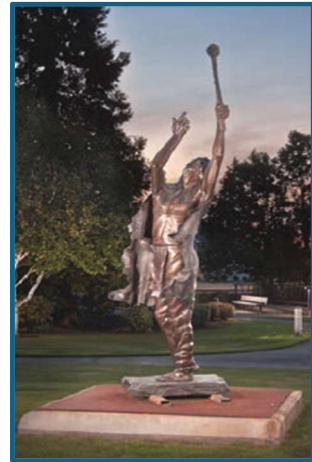
**Title:** **IRON GLORY**  
**Location:** River Road, V2 Dentistry  
**Artist:** Ric Smith  
**Owner:** Artist, on permanent loan, no compensation  
**Medium:** Salvage Fabricate/Steel  
**Dimensions:** 94" X 54" X 6"  
**Year Installed:** 2015  
**Value** \$5,500



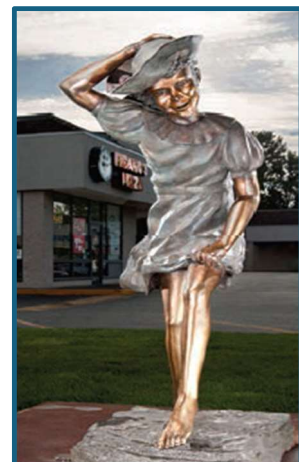
**Title:** **ENTWINED**  
**Location:** River Road, Copper Creek Mercantile  
**Artist:** Ric Smith  
**Owner:** Artist, on permanent loan, no compensation  
**Medium:** Steel  
**Dimensions:** 50" X 50" X 96"  
**Year Installed:** 2021  
**Value** \$5,000



**Title:** **TWILIGHT REVERENCE**  
**Location:** River Road, Staats Lake Greenway  
**Artist:** Jim DeMetro  
**Owner:** Artist, on loan, \$200 honorarium annually  
**Medium:** Cast Bronze  
**Dimensions:** 120" X 30" X 28"  
**Year Installed:** 2010  
**Value** \$25,000



**Title:** **SUMMER BREEZE**  
**Location:** River Road, Figaroes  
**Artist:** Jim DeMetro  
**Owner:** Artist, on loan, \$200 honorarium annually  
**Medium:** Cast Bronze  
**Dimensions:** 60" X 26" X 24"  
**Year Installed:** 2010  
**Value** \$6,500





Title: **THOMAS DOVE KEIZER**  
 Location: Chemawa Road, Keizer Civic Center  
 Artist: Gareth Curtiss  
 Owner: City of Keizer  
 Medium: Copper/Steel  
 Dimensions: Life Size  
 Year Installed: 2008  
 Value: \$150,000



Title: **STARTING PRECIOUS MEMORIES**  
 Location: River Road x Hollyhock  
 Artist: UK  
 Owner: Boucher Jewelers  
 Medium: Bronze  
 Dimensions: 5' X 5'  
 Year Installed: 2016  
 Value: \$5,200



Title: **SASQUATCH**  
 Location: Keizer Rapids Park  
 Artist: Jim Lukinich  
 Owner: City of Keizer  
 Medium: Wooden Chainsaw Carving  
 Dimensions: 6' X 2' X 2'  
 Year Installed: 2021  
 Value: \$1,500



Title: **The BIG TOY InstaArt**  
 Location: Keizer Rapids Park, The BIG TOY  
 Artist: Issabella Biondi  
 Owner: City of Keizer  
 Medium: Exterior Paint on Cement Block  
 Dimensions: 24' X 6'  
 Year Installed: 2021  
 Value: \$1,500



**Title:** **STORY POLE – KEIZER HERITAGE**  
**Location:** Keizer Civic Event Campus  
**Artist:** 3-D Art and Chainsaw Sculptures  
**Owner:** City of Keizer  
**Medium:** Chainsaw Carving an existing tree trunk  
**Dimensions:** 24' X 30"  
**Year Installed:** 2019  
**Value** \$20,000



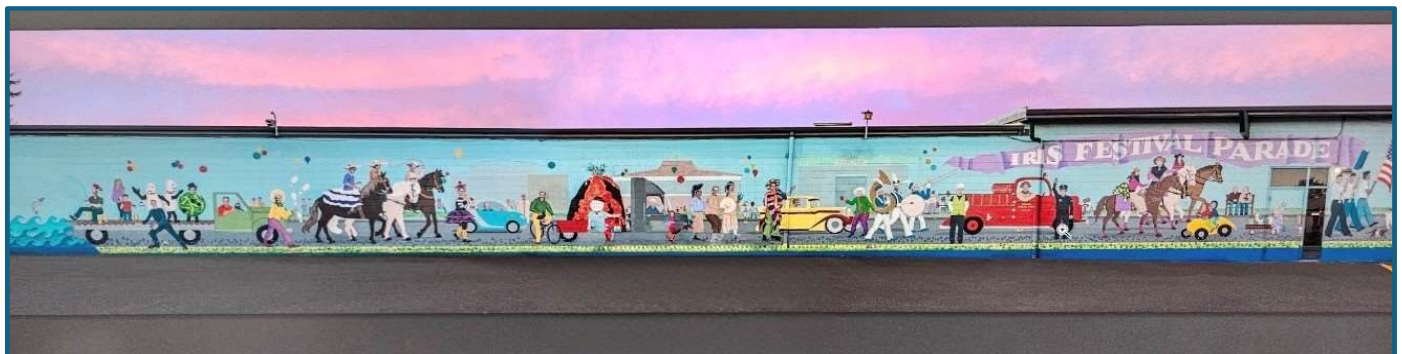
**Title:** **STORY POLE – KEIZER AGRICULTURE**  
**Location:** Keizer Event Center Campus  
**Artist:** Jim Lukinich  
**Owner:** City of Keizer  
**Medium:** Chainsaw Carving on existing tree trunk  
**Dimensions:** 20' X 30"  
**Year Installed:** 2020  
**Value** \$20,000



**Title:** **VALLEY TREASURES MURAL**  
**Location:** Chemawa at Keizer Florist  
**Artist:** Colleen Goodwin-Chronister  
**Owner:** City of Keizer  
**Medium:** Exterior Paint on Concrete  
**Dimensions:** 30' X 12'  
**Year Installed:** 2014  
**Value** \$10,000



**Title:** **COMMUNITY IRIS PARADE MURAL**  
**Location:** The Rec  
**Artist:** Various Keizer Art Association Member Artists  
**Owner:** City of Keizer  
**Medium:** Exterior Paint on Cement Block  
**Dimensions:** 40' X 6'  
**Year Installed:** 2021  
**Value** \$1,500



**Title:** **ROSALIE'S SILLY COWS**  
**Location:** Verda Lane in Roundabout  
**Artist:** Tara Choate/Ric Smith  
**Owner:** City of Keizer  
**Medium:** Cut Steel/Powder Coated  
**Dimensions:** 36" X 6' 4 each  
**Year Installed:** 2022  
**Value** \$7,500



**Title:** **DANCE IN MOTION**  
**Location:** Chalmers Jones Park  
**Artist:** Didier Planell  
**Owner:** City of Keizer  
**Medium:** Tile Mosaic on Cement  
**Dimensions:** 65' X 12" & 18"  
**Year Installed:** 2022  
**Value** \$15,000





## UTILITY BOX WRAPS



Title: **Abstract Iris**  
Location: Chemawa X River  
Artist: Enrique Sepulveda



Title: **Jerseys in Jerseys**  
Location: Chemawa X River  
Artist: Sharon Housen



Title: **Chinook Salmon**  
Location: Lockhaven X Keizer  
Station Boulevard  
Artist: Mackenzie Melendy



Title: **Floral**  
Location: River X Glynbrook  
Artist: Carolyn Lehl



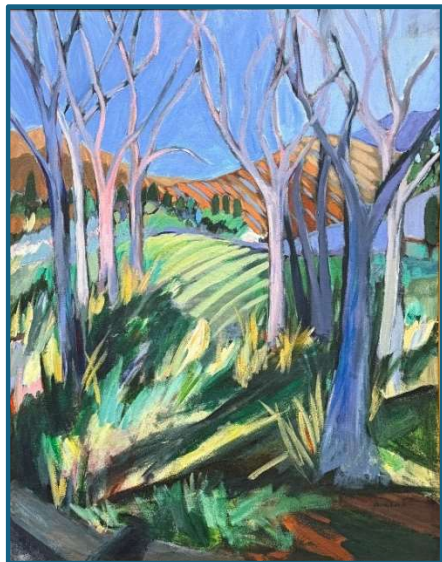
Title: **Trout**  
Location: River X Dearborn  
Artist: Sharon Housen



Title: **Irises**  
Location: River X Sunset  
Artist: Bridgette Miller



## INTERIOR ART



**Early Spring, Shari Lord, 2010 \$3,000**



**Party Girls, Colleen Goodwin Chronister, 2011 \$1,800**



**Peaceful Path, Barbara Bassett, 2012, \$1,750**



**Vines to Wines, Lorraine Dye, 2022, \$600**



**Clouds over Redhawk, Tara Choate,  
2023, \$100**



**You can Taste the Lavender  
Undertones, Tara Choate, 2023, \$100**



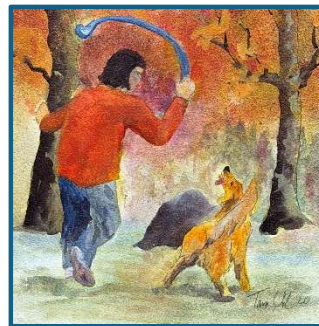
**Tara Choate, 2023**



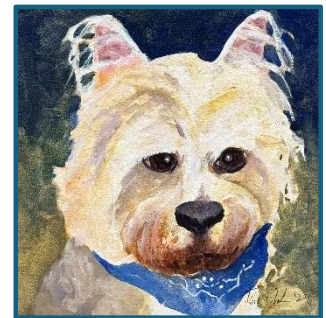
**Fast Friends, \$100**



**Grab The Ring, \$100**



**You Have My Rapt  
Attention, \$100**



**Blue Bandana, \$100**



**Wild Flowers, Blue Sky  
Deborah Sisco, 2024, \$80**



**Four Seasons,  
Rachel Wood, 2022, \$35**



**Enchanted Forest,  
Gary Hlastala, 2024, \$60**



**Into the Wilderness  
Gary Hlastala, 2024, \$60**



**Coastal Forest in Oregon  
Deborah Sisco, 2024, \$60**

**Gary Hstalala, 2025**

**Apple, \$45**



**Orange, \$50**



**Cherry, \$45**



**Joel Nickel, 2024**



**Move Out of The Box, \$750**



**Rise and Shine, \$600**



**Unity in Diversity, \$750**



## **APPENDIX 2**

### **POLICIES FOR PUBLIC ART AND PUBLIC MURALS**

**Adopted 4/6/2020**

1. Artwork must not interfere with City-owned displayed art.
2. Only City staff, authorized Keizer Art Association members, or authorized volunteers are permitted to install and uninstall Artwork in the Keizer Community Center.
3. Except for Keizer Art Association exhibitions, City will be responsible for damage loss to the Artwork while on display in the Keizer Community Center. Regardless of market value, the maximum liability to the City shall be \$3,000 per individual art piece or \$50,000 per exhibition. An exhibition means all Artwork displayed in the Keizer Community Center at the same time, but does not include City-owned displayed art.
4. City will insure Public Murals in the City of Keizer. The maximum liability to the City shall be \$10,000.00 per Public Mural.
5. City will insure Other Public Art such as public statues and sculptures in an amount the Artist and City agree to in the Agreement for Exhibition of Property. The maximum liability to the City shall be \$25,000.00 per individual art piece.
6. If damaged Artwork, other than artwork associated with a Keizer Art Association exhibition, is repairable, City shall reimburse actual out-of-pocket costs for materials and Artist shall repair the Artwork without charges for labor.
7. Artist will indemnify City related to any defects of the Artwork, faulty workmanship of the Artist, or any acts of negligence by the Artist.
8. Except for Keizer Art Association exhibitions, Artist will be required to enter into an Agreement for Exhibition of Property prior to City staff installing property for display in the Keizer Community Center.
9. Property owners will be required to enter into an Art Easement prior to installation of a Public Mural and such Art Easement shall be placed before the Keizer City Council for authorization prior to the City Manager signing it.
10. City shall not broker for Artist in any manner, including, but not limited to, connecting Artist with potential purchasers or fielding questions about the property.
11. A Public Mural may not include any words, pictures, or symbols that may be considered advertising for any business, entity, or location where the Public Mural is affixed.

## APPENDIX 3

### PART II - CODE OF ORDINANCES

#### Chapter 12 CULTURAL AFFAIRS

## Chapter 12 CULTURAL AFFAIRS

### ARTICLE I. IN GENERAL

**Secs. 12-1—12-18. Reserved.**

### ARTICLE II. PUBLIC ART AND PUBLIC MURALS

#### Sec. 12-19. Purpose.

This article provides for the placement of public art and public murals.

(Ord. No. 2020-813, § 1, 4-6-2020)

#### Sec. 12-20. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Alteration* means any change to a public mural, including, but not limited to, any change to the images, materials, colors or size of the public mural. The term "alteration" does not include naturally occurring changes to the public mural caused by exposure to the elements or the passage of time or maintenance or repair of the public mural that includes slight and unintended deviations from the original image, colors or materials that occur when the public mural is repaired due to the passage of time or after damage resulting from vandalism.

*Art easement* means an easement given by a property owner to the city to provide for placement of public art.

*Artist* means a practitioner in the visual arts, generally recognized by critics and peers as a professional of serious intent, who produces works of art and who is not a member of the public arts commission.

*Artwork* means all forms of original creations of visual art, including, but not limited to, painting, sculpture, prints, ceramics, drawings, stained glass, mosaics, photography, fiber and textiles, calligraphy, mixed media, and any combination of media, including collage.

*City building* means any building owned or leased by the city, or area therein, which is open to the public; provided, however, the term "city building" does not include parking lots, roads, bridges, utility lines, service facilities, maintenance sheds, pump stations, treatment plants and utility facilities, or buildings that have the primary purpose of displaying historical artifacts, cultural items, or works of art.

*City manager* means the city manager or the city manager's designee.

*Keizer Event Center* means interior hallway walls at the Keizer Event Center located at 930 Chemawa Road Northeast, Keizer, Oregon.

*Public art* means original artwork which is accessible to the public and/or public employees and which has been approved as public art by the public arts commission, acting on behalf of the city.

*Public mural* means an original, two-dimensional work of visual art, comprised of paint, ceramic or glass tiles, or tesserae, executed by hand directly upon, or affixed directly to, an exterior wall of a building, which has been approved by the public arts commission and accepted by the city into its public art collection pursuant to this article. A public mural is not an original work of visual art if it is mechanically reproduced or computer-generated and printed on a base that will be attached to the wall, such as, by way of illustration but not limitation, limited images digitally printed on vinyl. (Ord. No. 2020-813, § 2, 4-6-2020)

#### Sec. 12-21. Application for placement of public mural.

A property owner or designee in nonresidential zones may apply for placement of a public mural with the public arts commission.  
(Ord. No. 2020-813, § 3, 4-6-2020)

#### **Sec. 12-22. Application for placement of public art at Keizer Event Center.**

An artist may apply for placement of public art at the Keizer Event Center.  
(Ord. No. 2020-813, § 4, 4-6-2020)

#### **Sec. 12-23. Application for other public art.**

An artist may apply for placement of public art at other locations, including, but not limited to, statues and sculptures outdoors.  
(Ord. No. 2020-813, § 5, 4-6-2020)

#### **Sec. 12-24. Review by Keizer Public Arts Commission.**

- (a) The Keizer Public Arts Commission (KPAC) shall review each application and supporting materials, except for applications submitted by the Salem-Keizer School District, the Salem Keizer Education Foundation, or any other student art displays. Subject to scheduling approval, applications submitted by the Salem-Keizer School District, the Salem Keizer Education Foundation, or any other student art displays from schools, educational groups or students approved by the city manager shall be allowed without KPAC approval. In addition, applications submitted by the Keizer Art Association shall be allowed without KPAC approval.
  - (b) The public arts commission shall develop specific policies and criteria on which to base such review. These criteria shall include, but are not limited to, artistic quality, originality, context, permanence, diversity, feasibility, scale and community support.
  - (c) The public arts commission shall be guided by the policies and criteria adopted by city council resolution, if any.
- (Ord. No. 2020-813, § 6, 4-6-2020)

#### **Sec. 12-25. Funding/city staff time.**

Unless specifically budgeted for by the city council, any and all actual costs shall be by donation or in-kind work only. City staff time shall be allowed, as directed by the city manager.  
  
(Ord. No. 2020-813, § 7, 4-6-2020)

#### **Sec. 12-26. Siting of public mural.**

A public mural obtained pursuant to this article may be sited in, on or about any city building as approved by the city council or other property under the control of or made available to the city by an art easement between the property owner and the city.  
(Ord. No. 2020-813, § 8, 4-6-2020)

#### **Sec. 12-27. Public mural/art easement.**

A property owner who wishes to donate wall space to the public for a public arts commission approved public mural may do so by granting an art easement for placement of a public mural on the building of such property owner to the city. Art easements will be for five or more years. The city council can accept or decline any art easements for public murals which are offered to it. Art easements are managed by the city manager, as with other publicly owned properties. The city recorder is responsible for maintaining a written and photographic record of each public arts commission-approved public mural and accepted art easement.  
(Ord. No. 2020-813, § 9, 4-6-2020)

#### **Sec. 12-28. Public mural; creation.**

No person or artist shall commence creation of any public mural without first obtaining approval from the public arts commission and agreeing to donate the public mural to the city's public art collection. Any public mural that is created without approval of the public arts commission, is inconsistent with the conditions of approval from the public arts commission or is altered without approval is not an allowed public mural and is an infraction under chapter 1, article II.

(Ord. No. 2020-813, § 10, 4-6-2020)

#### **Sec. 12-29. Location of other public art<sup>[HT3]</sup>.**

Public art, other than art placed at the Keizer Event Center, may only be placed at locations approved by the city council. This category includes, but is not limited to, public statues or sculptures located in council-approved areas where the city has been granted license or easement rights, or in public right-of-way areas.

(Ord. No. 2020-813, § 11, 4-6-2020)

#### **Sec. 12-30. Naming of city-owned art.**

Public art owned by the city or being commissioned for the city may only be named by the artist or, if the artist does not name the art, by the city council.

(Ord. No. 2023-859, § 1(12), 5-15-2023)

#### **Sec. 12-31. Abatement of nuisance/citation for infraction.**

The city manager or designee may make an investigation to determine whether a violation of this article has occurred. If the city manager or designee determines that there is a violation of this article, the city manager or designee may proceed to abate the nuisance pursuant to chapter 24, article III or may seek any other legal or equitable remedy provided by law for the abatement of the nuisance or for the enforcement of the provisions of this article, including, without limitation, issuing a citation for infraction.

(Ord. No. 2020-813, § 12, 4-6-2020; Ord. No. 2023-859, § 1(13), 5-15-2023)



## **APPENDIX 4**

### **Keizer Street Painting Program**

#### ***What it is***

The Keizer Street Painting program encourages creativity of art using the street asphalt as a canvas. Approved art proposals can be painted directly onto the local streets of Keizer. The community itself chooses and installs the creation. This art is not intended to be a traffic control device, but rather to beautify and identify a neighborhood.

#### ***Location Criteria***

Street paintings can be applied to any street designated by the city of Keizer as being a local street within the Keizer Transportation System Plan which can be found in figure 4.2 of the Plan at

<https://evogov.s3.amazonaws.com/media/60/media/49250.pdf>

or at this link <https://digital.osl.state.or.us/islandora/object/osl%3A69261>

(Street paintings cannot be applied to any pervious surface of public Right of Way)

#### ***Design criteria***

Designs must be approved by KPAC. Local artists' work is encouraged to be used for this application.

- The art must be an original. An Artist Waiver to Art Rights needs to be signed and submitted to the City. (provided in document)
- Designs cannot cover existing pavement markings, or extend beyond the street surface to curbs, sidewalks and other features.
- Designs shall include the following buffers:
  - 50-foot buffer from signalized intersections or to the stop-controlled leg of an intersection.
  - 10-foot buffer from speed humps
  - 10- foot buffer from stop bars and marked crosswalks
- Designs shall not mimic traffic control devices.

#### ***Application process***

Proposals for street painting shall be submitted to the Public Arts Commission through a Street Painting Application found at the end of this document. This can be printed and turned into City Hall.

Applications will include:

- Applicant contact information
- Location of proposed art
- Proposed dates of paint application (all phases)
- Image of painting design
  - Recommend an aerial image of the street
  - Include length and width, and distance from road features (curbs, sidewalks, etc.)
- List of paint colors and non-slip paint additives to be used. (See text box below)
- Signed petition showing approval of all fronting and adjacent properties.

## **The City does not provide paint.**

Painting roadways and other public right-of-way requires specific paints with a special additive for slip resistance. This ensures they meet State slip resistance requirements, found on page 937 of the Oregon Standard Specifications for Construction 2021.

Only approved paint can be used for the project. Most paints are not safe for installations on a roadway. The benefit of the paints below is that they are able to be tinted to any color you would like.

The approved paints that can be tinted are:

- California Paints AllFlor Porch and Patio Acrylic Epoxy Fortified Paint
- Olympic Solid Stain and Sealant
- Storm System Acrylic Stain
- Benjamin Moore Arborcoat Waterborne Exterior Stain
- Sherwin Williams SuperDeck Exterior Stain

In addition to the list of approved paints above, you do have the option of using paint known as “traffic paint” or “traffic zone marking paint”. The benefit of the traffic paints is that they tend to be less expensive but have a much smaller range of colors. If you would like to use traffic paint, ask the paint store for the “spec sheet” for the product. Public Works will review that spec sheet before approving the use of that paint on the street. Every drop of paint that hits the ground must have a non-slip additive mixed in. Paint stores sell packets of the additive that are measured to be used in one gallon of paint. So, you just empty the packet into the paint and stir it in. It does settle, so you will want to stir the paint every once in a while and definitely stir it well if the paint has been sitting with the additive in it for more than 2 hours.

It is recommended not to purchase the paint until approval is given.

### ***Application Approval***

- The Applicant will be contacted by the City Recorder to be informed at which meeting date the application will be discussed by KPAC.
- The Arts Commission will review the application for Committee approval and send the approved proposal application to Public Works and Keizer Police Department (KPD).
  - If denied, an explanation will be provided by the Commission at that time.
- Public Works will review the packet for approval and confirm that no construction projects are planned in the next three years at that location.
- KPD will review any concerns and inform Public Works.
- Once approved by both departments, Public Works will return the approved packet to KPAC. Public Works will provide information on the traffic control plan to be used and make arrangements to provide the traffic control devices (signs and barricades).
- The City Recorder will inform the applicant of approval.

### ***Installation Process***

- The area may be swept, blown clean, or pressure washed to prep the roadway. During pressure washing, sweeping, or other preparation caution should be exercised to protect the storm drains so street pollutants do not enter the storm drain.
- It is recommended to apply primer ahead of the art paint.
- Painting and cleanup must be done in a manner that does not allow any paint to enter the storm drain system, water body, or wetland.

### ***Maintenance***

- The city will not maintain the painting or restore it after construction or damage.
- The city is not responsible for any damage caused to the painting.
- The neighborhood can choose to maintain the painting or let it fade. The life expectancy is about 3 years.
- Maintaining the painting will require permission from the city. The applicant or Neighborhood Association will apply through the same process. It will need to be refreshed exactly as was originally approved or a new application will be required for a new proposal.

### ***Supplemental information***

The amount of paint will depend on the size and complexity of the design, the number of coats of paint, and whether you apply primer (recommended) to the site first. Primer is recommended (but not required) as it will help the paint adhere to the street surface and may reduce the number of coats needed for colored paint. The street surface is slightly porous and absorbs a fair amount of paint. Calculate for an average of 25-30 gallons for intersection painting installations. A gallon of paint typically covers 100-200 square feet. Lighter colors often require more coats than other colors to get the best appearance.

## **Keizer Street Painting Neighbors Petition for Approval**

| <b>fronting/adjacent<br/>property address</b> | <b>name</b> | <b>signature</b> |
|-----------------------------------------------|-------------|------------------|
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# Keizer Street Painting Program Application

*Turn into City Hall to go to the Arts Commission*

## Section 1

Name of Applicant \_\_\_\_\_

Address of Applicant \_\_\_\_\_

Phone number \_\_\_\_\_

Email address \_\_\_\_\_

Name of Artist \_\_\_\_\_

Location of Proposed Street Art \_\_\_\_\_

## Section 2

Proposed dates of paint application (all phases) if approved: \_\_\_\_\_

## Section 3- List of Paint Type and non-slip additives

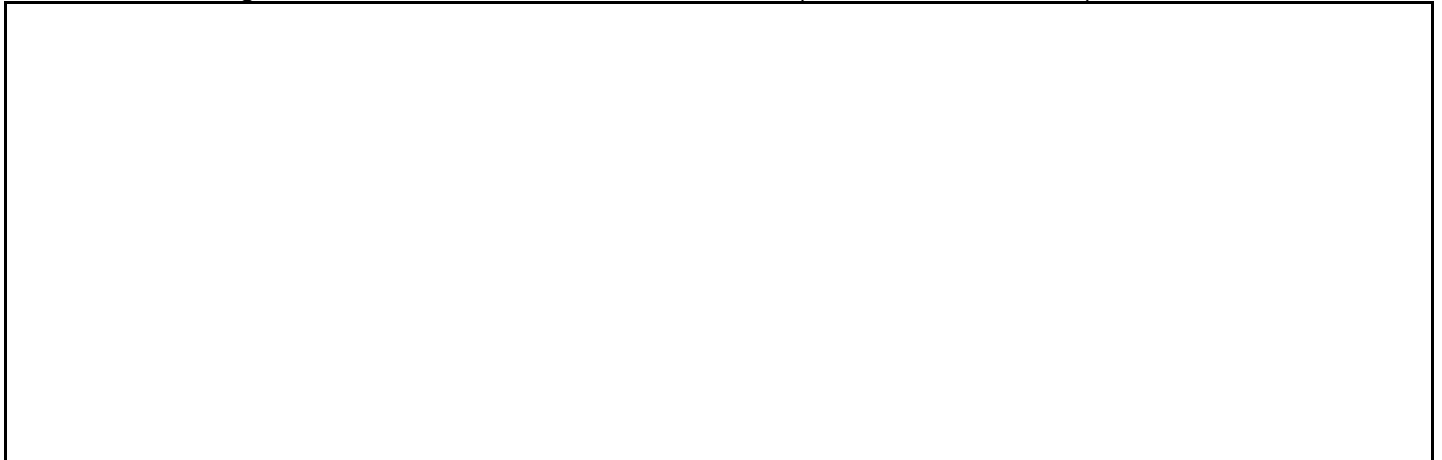
Paint: \_\_\_\_\_

Additive: \_\_\_\_\_

## Section 4 (Can be skipped if this is a Maintenance Application for current art)

sketch of painting with street measurements

include length, width and distance from road features (curbs, sidewalks, etc.)



Satellite view attached showing location ☐

-----  
This area for City staff to check once approved

Public Works approval ☐

KPD approval ☐

## STREET ART – ARTIST WAIVER

Artist warrants that the work designed is a unique or original project of the Artist's creative efforts; that it is an edition of one, unless otherwise stated; and that it has not been accepted for sale or installed elsewhere.

Artist hereby releases all copyright, reproduction and resale rights of Art and transfers such rights to City. Artist waives all photographic reproduction rights and other rights to work under all applicable laws, including but not limited to the Visual Artists Rights Act of 1990.

Artist agrees and understands that City may market and sell photographic and other images of the Art without compensation to Artist. Artist may use photographic images of Art for advertising or marketing purposes.

Artist understands that the nature of street art leads to the art fading or diminishing over time. The City isn't responsible to protect or otherwise preserve the art, and the City can remove or cover up the art at any time at City's discretion.

Artist understands that working on roadways is a dangerous activity. Artist is strongly encouraged to stay alert, be responsible and watch out for themselves, their workmates, and the traveling public.

Artist further understands that they should wear proper clothing to protect themselves from uneven ground, temperature, and weather. Artist needs to be self-aware and self-regulating regarding heat and cool water breaks when working outdoors.

Artist shall save and defend the City and its agents with respect to any damages which may be alleged to have arisen from any acts or omissions alleged to have been done during the project by Artist, and further waives any rights against the City of Keizer for any and all injuries or damages alleged to have arisen during the project by Artist. Artist further waives any rights against the City of Keizer for any and all injuries or damages alleged to have arisen during the project by Artist.

I understand this document and I have read it in its entirety and I freely and voluntarily assume all risks and responsibilities associated with the project. I agree that I understand and consent to the terms of this document. THIS IS A RELEASE AND WAIVER OF RIGHTS – READ BEFORE SIGNING.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2026. \_\_\_\_\_

Artist Signature \_\_\_\_\_

Signature of Guardian if Artist is under 18 years of age \_\_\_\_\_

Printed Name \_\_\_\_\_

## APPENDIX 5

### Storm Drain Art Program

### IMPLEMENTATION PLAN

Partners: City of Keizer & Keizer Public Arts Commission (KPAC)

February 2026

#### Program Overview & Goals

The Storm Drain Art Program is a partnership between the City of Keizer Environmental & Technical Team and the Keizer Public Arts Commission. The program goals include:

- Educate the public that storm drains lead rainwater, unfiltered and untreated, into our local waterways and groundwater. Keeping pollutants out of storm drains is essential to protecting these resources.
- Enhance public spaces through engaging, high-quality artwork.

#### Artist Eligibility:

- One artist will be selected from each of two categories- youth (14-17 ages) and adult
- Resident of greater Keizer area

Theme: Successful entries will include the phrase “Only Rain Down the Drain” in the design and address one of the following themes:

- “Only Rain Down the Drain”- Explore the relationship between humans and waterways that exists because of storm drains.
- “Ecosystem Appreciation”- Promote the value and beauty of local streams, wetlands, the Willamette River, and/or local riparian wildlife.

#### Judging Criteria:

Designs should be vibrant and eye-catching, must be the original design of the artist, be appropriate for public display, and may not include branding or trademarks. Artists may include their name. Judging criteria will include:

- Interpretation and clarity of theme
- Creativity and originality of theme
- Quality of artistic composition and overall design
- Overall impression of the art
- Feasibility completion within the time available (up to 3 days)

#### Roles & Responsibilities

##### Before painting

##### City of Keizer Environmental & Technical Division

- Create promotional flyer and promote Call to Artists on social media



- Provide information to Deputy City Recorder for creation of application packet and form
- Screen artwork prior to judging, to ensure it meets permit requirements and design criteria
- Select storm drain locations for paintings each year
- Develop Traffic Control Plan per ODOT Traffic Control Plans Design Manual
- Purchase primer, paint and sealant
- Coordinate & lead artist orientation, artist scheduling, signing waiver, and communicating logistics lead up to painting days
- Coordinate site prep- clean storm drain area (sweep, power wash, and paint with primer), set up BMPs, obtain port-a-potty or restroom access for artists

#### Keizer Public Arts Commission

- Promote Call to Artists to their local art communities and connections (ongoing)
- Create application packet & form and post to KPAC website (Deputy City Recorder)
- Receive artist submissions and respond to inquiries
- Select artists during June KPAC meeting – one youth and one adult
- Notify all applicants of results. Refer winning artists to Education Coordinator for follow up. (Deputy City Recorder)
- Provide brushes and mixing containers to Education Coordinator for artist use

#### **On painting days**

#### City of Keizer Environmental & Technical Division

- Drop off paint, rinse water, brushes, mixing containers, and safety vest
- Set up canopy, port-a-potty/ restroom access, & water station
- Clean up/take down at end of day
- Take photos to document painting process
- Be available to answer questions and support artists as needed throughout the day, by phone and/or in person

#### City of Keizer Stormwater Division

- Implement traffic control plan and BMPs to cover storm drain

#### **After painting**

#### City of Keizer Environmental & Technical Division

- Cover artwork with sealant
- Post photos of artwork and artist bios to Environmental & Technical website and City of Keizer social media. Add to City of Keizer public art map.

#### Keizer Public Arts Commission

- Provide \$200 stipend for selected artists upon completion of storm drain art installation

#### **Program Timeline**

- Ongoing: Call to Artists outreach throughout the year
- Early June: Call to Artists closes for current year
- June: Judging and selection during scheduled KPAC meeting
- End of June: Artists notified
- July: Artist orientation, site prep, painting occurs (up to 3 days)

Application form will include specific deadlines and dates.

### Examples of storm drain art projects from other cities

[City of Springfield, OR – UpStream Art Program](#)

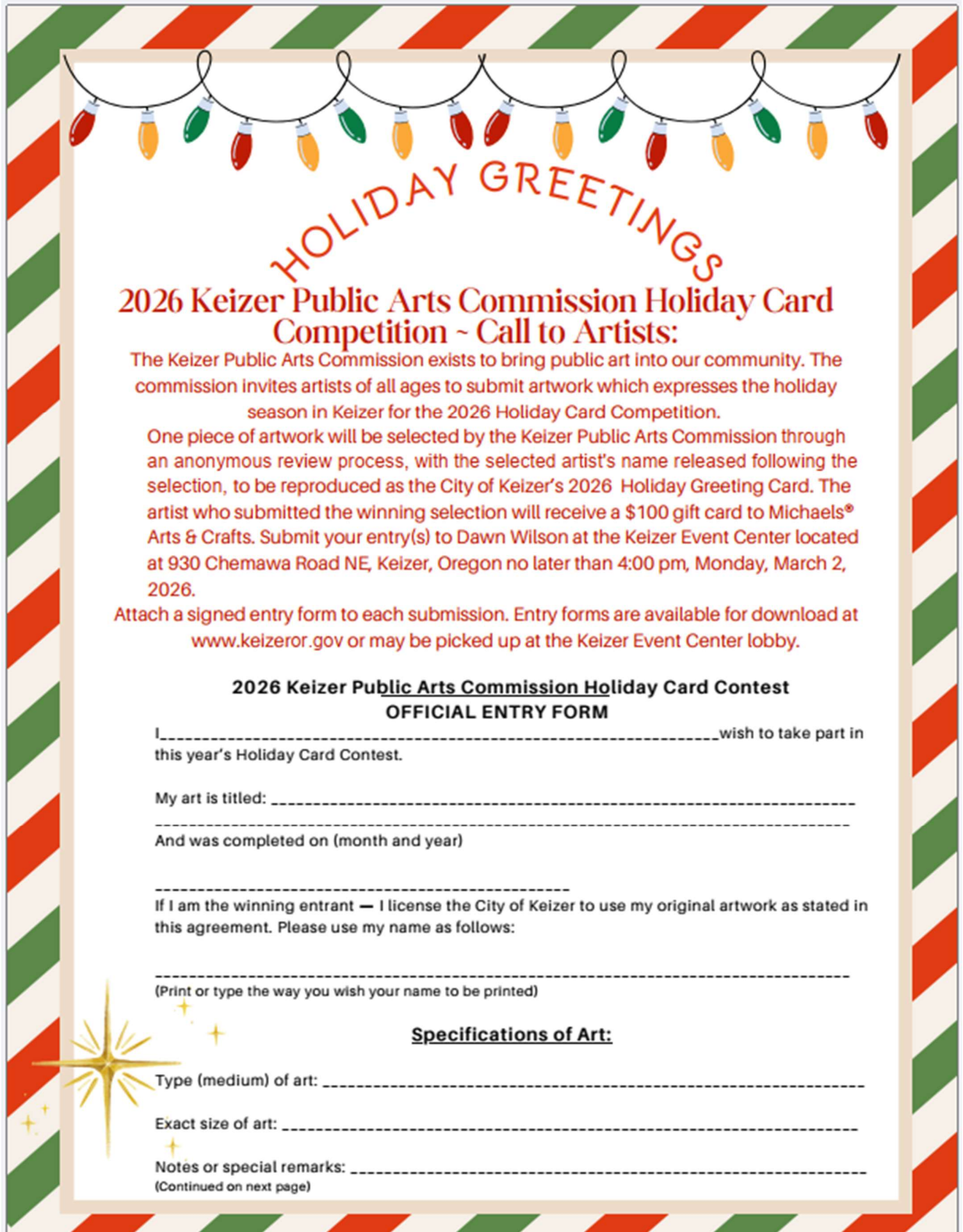
[Richmond, VA, Storm drain Art](#)

[Goshen, Indiana Storm drain Art](#)



## APPENDIX 6

### Holiday Card Contest



**HOLIDAY GREETINGS**

### 2026 Keizer Public Arts Commission Holiday Card Competition ~ Call to Artists:

The Keizer Public Arts Commission exists to bring public art into our community. The commission invites artists of all ages to submit artwork which expresses the holiday season in Keizer for the 2026 Holiday Card Competition.

One piece of artwork will be selected by the Keizer Public Arts Commission through an anonymous review process, with the selected artist's name released following the selection, to be reproduced as the City of Keizer's 2026 Holiday Greeting Card. The artist who submitted the winning selection will receive a \$100 gift card to Michaels® Arts & Crafts. Submit your entry(s) to Dawn Wilson at the Keizer Event Center located at 930 Chemawa Road NE, Keizer, Oregon no later than 4:00 pm, Monday, March 2, 2026.

Attach a signed entry form to each submission. Entry forms are available for download at [www.keizeror.gov](http://www.keizeror.gov) or may be picked up at the Keizer Event Center lobby.

#### 2026 Keizer Public Arts Commission Holiday Card Contest OFFICIAL ENTRY FORM

I \_\_\_\_\_ wish to take part in this year's Holiday Card Contest.

My art is titled: \_\_\_\_\_

And was completed on (month and year) \_\_\_\_\_

\_\_\_\_\_

If I am the winning entrant — I license the City of Keizer to use my original artwork as stated in this agreement. Please use my name as follows:

\_\_\_\_\_

(Print or type the way you wish your name to be printed)

#### Specifications of Art:

Type (medium) of art: \_\_\_\_\_

Exact size of art: \_\_\_\_\_

Notes or special remarks: \_\_\_\_\_

(Continued on next page)





Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

### TERMS OF AGREEMENT

1. Submissions may be new works of art created for the competition or past works for which the artist has full rights to their work (i.e. the submitted work must not have been created under a work-for-hire contract). The winning entry will be selected by the Keizer Public Arts Commission based on established guidelines for public art in Keizer and relevance to the competition theme. The artist with the winning entry will be notified by email or phone no later than March 25, 2026.
2. The artist hereby grants an irrevocable license to use the work for the purpose of reproduction on the 2026 City of Keizer Holiday Greeting Card to be widely distributed and to appear in media publication related to the competition. The artist will retain authorship and intellectual property rights for each work submitted. Artwork containing religious symbols or words (such as a general holiday), advertisements, including business logos, and/or licensed characters will not be considered. Photo entries shall not include images of persons except at a distance. Selected entries will be displayed in the Keizer Event Center from December 1, 2026 to January 5, 2027.
3. Submitted work must be flat and proportional to the printed card size (4x6"). A photograph of a three-dimensional work may be submitted. Low resolution (72-180 dpi) images will not be considered. If the original work is larger than 8x10", please provide a high resolution (300 dpi) digital copy of the work.

Artwork which is not proportional to the finished card size will be cropped at the commission's discretion. All submissions must be picked up at the Keizer Event Center by January 12, 2027. Items not picked up by that time will be discarded. The City of Keizer will not be held responsible for loss or damage to the original artwork submitted. Compensation includes attribution and a \$100 Michaels® Arts & Crafts gift card only.

- **I have read and agree to the above terms. This document constitutes a contract between myself and the City.**
- **I certify that the work submitted is an original work of authorship and that intellectual property rights of this work belong to me, the original artist.**
- **I agree to defend and indemnify the City, its employees, officers and agents against any direct or indirect claim, including, but not limited to claims that use of the artwork by City is illegal or in violation of any rights.**

Signature \_\_\_\_\_

Date \_\_\_\_\_

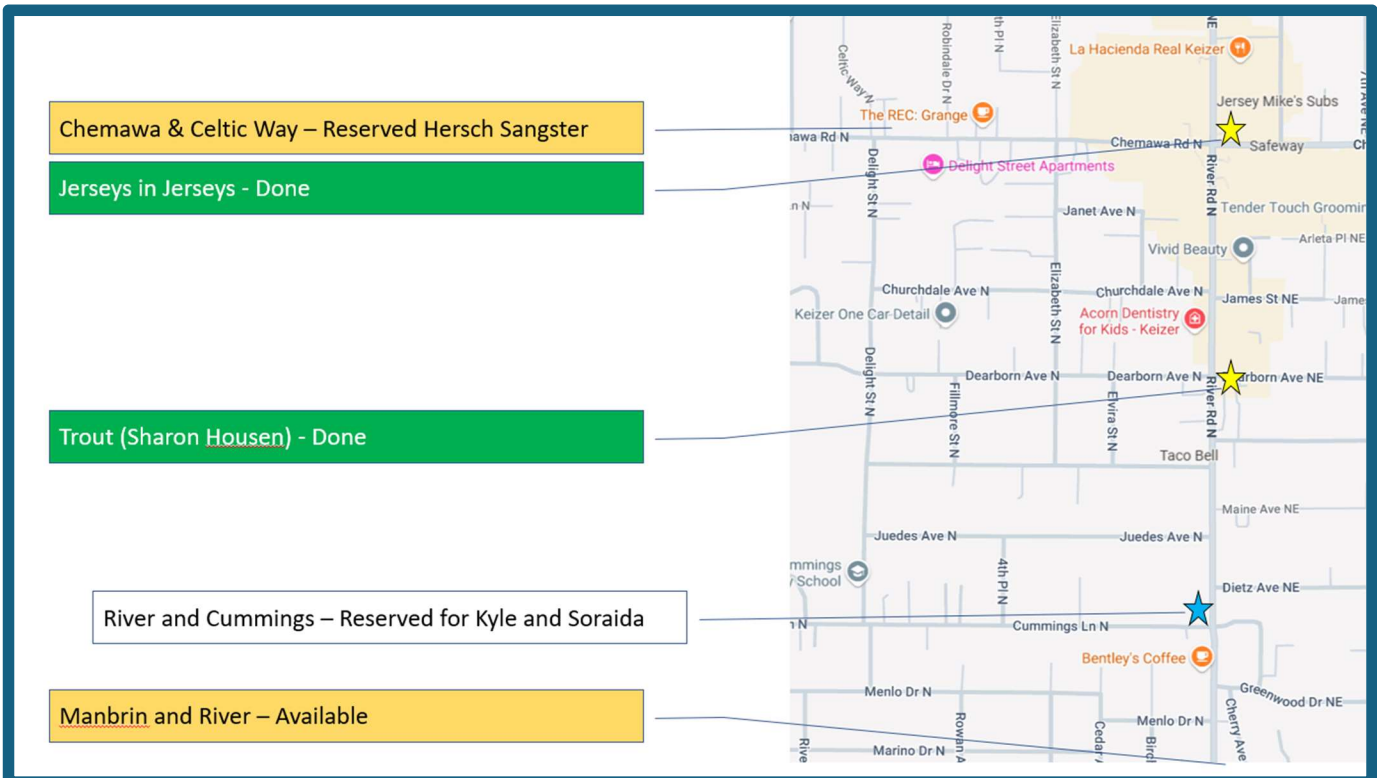
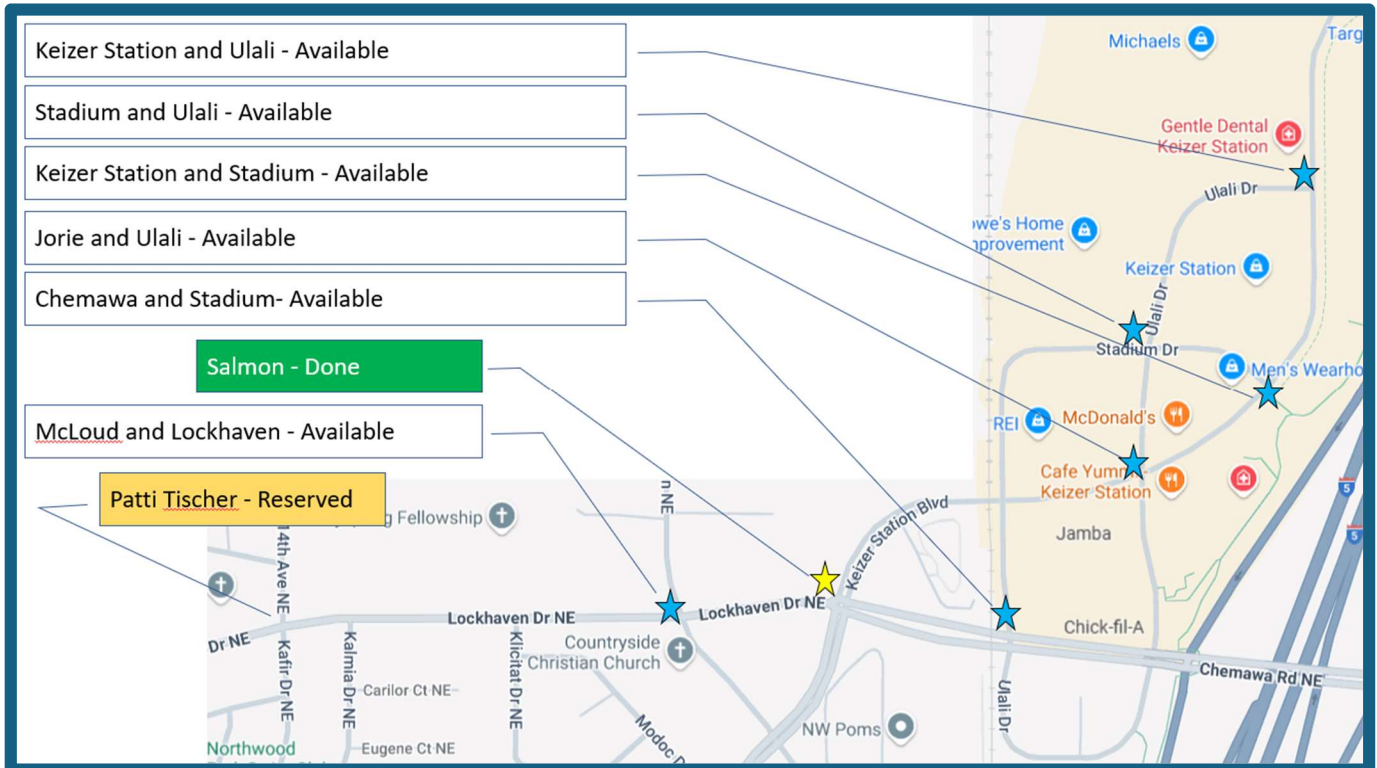
Parent Signature (if artist is under the age of 18) \_\_\_\_\_

Date: \_\_\_\_\_



## APPENDIX 7

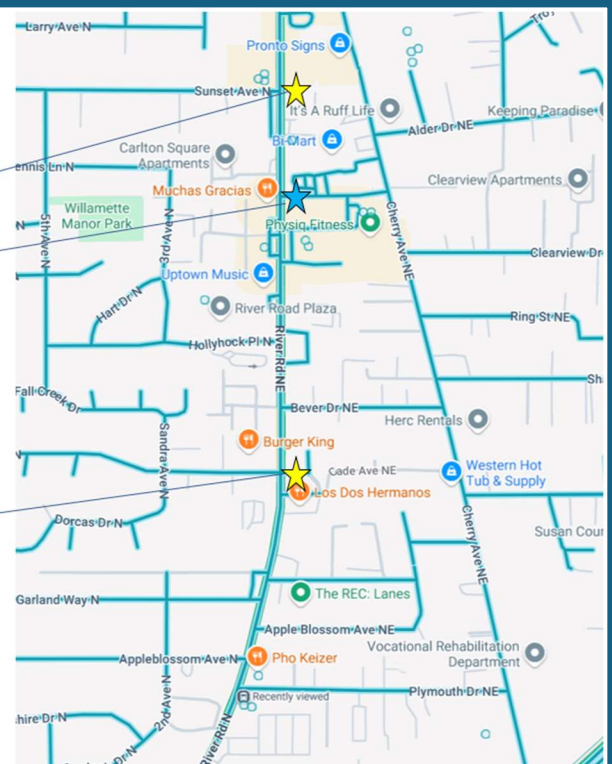
### Utility Box Wraps MAP



Iris Brigitte Miller - Done

River and Sam Orcutt Way - Available

Blue Floral- Done

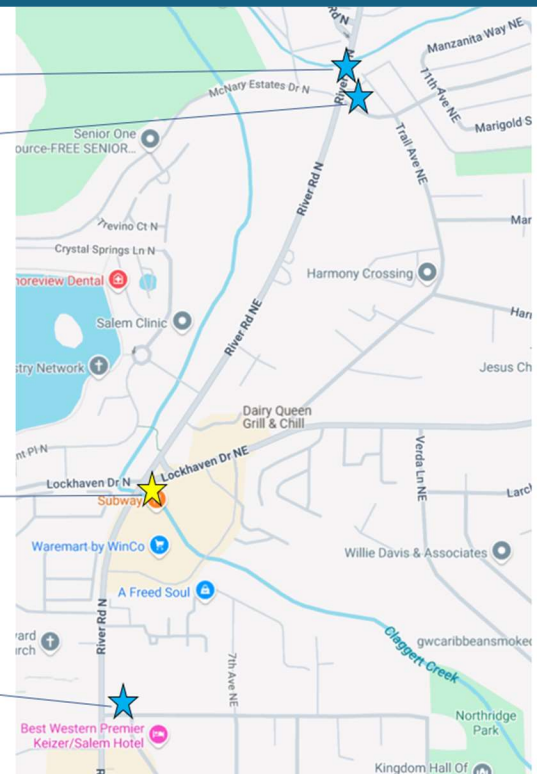


River and Wheatland - Available

River and Manzanita - Available

Iris Abstract - Done

River and Clagget - Available



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A BILL  
ORDINANCE NO.  
2026-\_\_\_\_\_  
FOR  
AN ORDINANCE  
RELATING TO LOCATION OF OTHER PUBLIC  
ART; AMENDING KEIZER CODE SECTION 12-29  
The City of Keizer ordains as follows:  
Section 1. Keizer Code Section 12-29 is hereby amended as set forth in  
Exhibit A, attached hereto and by this reference incorporated herein.  
Section 2. In preparing this ordinance for publication and distribution, the City  
Recorder shall not alter the sense, meaning, effect or substance of this ordinance, but  
within such limitations, may:  
(a) Renumber sections and parts of sections of the ordinance;  
(b) Rearrange sections;  
(c) Change reference numbers to agree with renumbered chapters, sections or  
other parts;  
(d) Delete references to repealed sections;  
(e) Substitute the proper subsection, section or chapter, or other division  
numbers;  
(f) Change capitalization and spelling for the purpose of uniformity;  
(g) Add headings for purposes of grouping like sections together for ease of  
reference; and



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

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

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

6 PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

7

8 SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

9

10

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15

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Recorder

---

**Sec. 12-29. Location of other public art.**

Except for locations for the street painting program and locations for the storm drain art program, pPublic art, other than art placed at the Keizer Event Center, may only be placed at locations approved by the city council. This category includes, but is not limited to, public statues or sculptures located in council-approved areas where the city has been granted license or easement rights, or in public right-of-way areas. Locations for the street painting program and locations for the storm drain art program shall be approved by the public works department.

(Ord. No. 2020-813, § 11, 4-6-2020)