

Accessibility and Accommodation Requests

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

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

AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION

Monday, April 6, 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. Discussion regarding deeming it important that Council President Starr appear electronically and be considered "in attendance" (Council Rules of Procedure Section 3.10 - Attendance Duty)**
 - b. PROCLAMATION: Child Abuse Prevention Month**
 - c. Introduction of Police Department K9 Bolt**
- 5. COMMITTEE REPORTS**
 - a. Greater Northeast Keizer Neighborhood Association Annual Report**
 - b. Greater Gubser Neighborhood Association Annual Report**
- 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 16, 2026 Regular Session Minutes**
 - b. Event Center Use Fee Waiver - Marion County Reentry Initiative Breakfast**
 - c. Event Center Fee Waiver - Vetcare, Westcare Oregon - 2nd Annual Red, White and Boots Benefit Gala**
 - d. Peer Court Dedicated Fund Five Year Review**

8. **PUBLIC HEARINGS**

- a. Public Hearing for the Sale of Real Property in Keizer Station Area C1

9. **ADMINISTRATIVE ACTION**

- a. **RESOLUTION** - Authorizing City Manager to Sign Agreement With Oregon Department of Transportation and City of Salem for Flashing Yellow Arrows at Intersections Along River Road Project
- b. **RESOLUTION** - Authorizing a Temporary Suspension of the Ordinance Prohibiting Street Vendors

RESOLUTION - Authorizing Temporary Use and Signs Subject to Conditions for KeizerFest (2026)

- c. Sunset of the Strategic Planning Work Group
- d. Volunteer Pedestrian Flag Program

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

City Council Work Session - Neighborhood Associations

Monday, April 13, 2026 - 7:00 p.m.

City Council Executive Session

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

City Council Regular Session

Monday, May 4, 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.

City of Keizer, Oregon



Proclamation

WHEREAS, every child deserves to live in a safe, loving, and caring family environment; and

WHEREAS, the 2026 theme is "Pinwheels of Possibility: With families at the center, the possibilities are endless"; and

WHEREAS in 2024, there were 8,242 founded Child Protective Services assessments which resulted in 11,669 reported victims of child abuse and neglect in Oregon, of which 814 were victims in Marion County; and

WHEREAS, we stand together as individuals, organizations, and government agencies to commit to preventing child abuse in our county by raising awareness throughout the community and by educating and supporting caregivers; and

WHEREAS, we assert that strong families and safe, stable, and nurturing environments free from violence, abuse, and neglect are essential for children's optimal growth and success, which ensures a secure future for our communities, where the needs of children are a priority and the needs of families are met.

NOW, THEREFORE Keizer City Council assembled here in Regular Session, does hereby proclaim the month of APRIL 2026 as

CHILD ABUSE PREVENTION MONTH

And ask that everyone commit every day to protecting our children.

*IN WITNESS WHEREOF, I have
hereunto set my hand and caused the Seal
of the City of Keizer to be herein affixed
this 6th day of April, 2026.*

MAYOR CATHY CLARK
City of Keizer, Oregon



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: Greater Northeast Keizer Neighborhood Association Annual Report

Proposed Motion

I move the City Council accept the report of the Greater Northeast Keizer Neighborhood Association and extend recognition to the Greater Northeast Neighborhood Association for an additional year.

I. Summary

As outlined in Keizer Code, Section 2-275 and 2-276, Neighborhood Associations shall make an annual report to the City Council between March 1 and April 30 each year. The report may be made in writing or presented orally.

The report shall include at least the following elements:

1. A listing of all meetings with attendance noted.
2. A brief summary of all issues dealt with by the association.
3. A summary of special association activities outside regular meetings.
4. A report of all efforts to solicit the participation and input of all members of the association.
5. An analysis of the association's success in meeting its responsibilities as outlined in section 2-274(3).
6. An affirmation that the association is in compliance with the neighborhood's bylaws at the time of the annual report.

If the Council finds the association has continued to meet the requirements for recognition as outlined in section 2-274 (attached to this Staff Report), it can, by motion, extend recognition for an additional year.

II. Background

- A. The Greater Northeast Neighborhood Association has continuously submitted their annual reports and maintained recognition.

III. **Current Situation**

- A. The Greater Northeast Keizer Neighborhood Association annual report will be presented to the City Council by Tammy Kunz.

IV. **Analysis**

- A. **Strategic Impact** - Neighborhood Associations play a meaningful role in connecting Keizer residents with city government. They directly support Goal Five of the Strategic Plan: fostering a connected and involved community.
- B. **Financial** - The Greater Northeast Neighborhood Association is provided funding through the City budget process.
- C. **Timing** - Extending recognition for an additional year will allow the Greater Northeast Keizer Neighborhood Association to continue their mission.
- D. **Policy/Legal** - The presenting of this annual report by the Greater Northeast Keizer Neighborhood Association is in conformance with Keizer Code Section 2-275. If the Council finds that this neighborhood association is meeting the standards set forth in the Keizer Code Section 2-274, then the Council can extend recognition for another year.

V. **Alternatives**

- A. The Council may accept the report and extend recognition to the Greater Northeast Keizer Neighborhood Association for an additional year.
- B. The Council may choose to not accept the report or extend recognition to the Greater Northeast Keizer Neighborhood Association for an additional year.

VI. **Recommendation**

Staff recommends the City Council accept the report and extend recognition to the Greater Northeast Keizer Neighborhood Association for an additional year.

Attachments

- 1. DOC_Neighborhood Association Code - Recognition_03 02 2026
- 2. GNKENA Summary Annual Report 2025

Sec. 2-274. - Standards for recognition.

The following standards must be met by a neighborhood association seeking and maintaining recognition:

- (1) *Bylaws.* The association shall adopt bylaws that contain the following provisions at a minimum:
 - a. Any person who resides, operates a business, or owns property within the boundary shall be a member with the right to participate and vote.
 - b. Membership or participation shall not be limited based on any protected class under state or federal law.
 - c. There shall be no dues, but voluntary contributions may be solicited.
 - d. The association shall hold an annual general meeting, with the time, date, and place of the meeting widely publicized throughout the neighborhood prior to the meeting. Other general meetings may be held as desired.
 - e. Regular meetings of the association board shall be held at a publicized date, time, and place. All association board meetings shall be open to the public. All members present may vote on issues with the results recorded separately from votes of the association board.
 - f. Minutes shall be taken of all board and general meetings, with the minutes made available to any person so requesting. A copy of the minutes shall be filed with the city recorder.
 - g. The association shall have a board of directors with a president, vice president, and secretary who shall be elected annually by those present at the annual meeting. The association may establish additional elected positions on the board. The board roster, including names and contact information shall be filed with the city recorder. The association shall provide an address to the city for mailing purposes. The board of directors shall fill any officer position vacancies by the third meeting following the vacancy to meet the required three board positions. For additional vacancies, the bylaws must address what is considered timely in filling additional board positions above the minimum three officers.
 - h. A copy of the bylaws shall be reviewed for compliance by the city council upon initial adoption and any amendments made by the neighborhood association.
 - i. The bylaws shall be filed with the city recorder and maintained and updated to reflect amendments by the neighborhood association.
- (2) *Boundary.* The association shall adopt by motion a fixed geographic boundary meeting the following general guidelines:

- a. The neighborhood should generally encompass at least 300 dwelling units or smaller clearly defined areas.
- b. The neighborhood should generally encompass a logical geographic and social area with generally rectangular boundaries and without any gerrymandering.
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- f. The boundary should extend to the city limits.
- g. The boundary should leave no isolated areas or pockets not included in another neighborhood association's boundary.
- h. The council shall have the final determination of a neighborhood's boundary and is not necessarily bound to the above guidelines. This determination shall be reflected in the resolution of recognition.

(3) *Responsibilities.* The following responsibilities must be assumed and carried out by a neighborhood association:

- a. The association must strive to accurately represent the best interest of its members when expressing neighborhood opinion, recommendations, and concerns before any public body.
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- c. The association must actively engage with city government through participation, input, and recommendations on issues brought to it by the city or initiated by the neighborhood itself.
- d. The association must hold regular board and general meetings, with timely, appropriate notification to members. The association must maintain at least a minimum attendance of three members at regular, general meetings.
- e. The association must strive to improve the livability of the neighborhood and of the community as a whole through education, activities, projects, and participation.
- f.

The association must attend an annual joint session with the city council on a date set by the city.

(Ord. No. 2024-875, § 5, 5-20-2024; Ord. No. 2025-891, § 1(Exh. A), 5-5-2025)

Sec. 2-275. - Maintaining recognition—Annual report.

A recognized neighborhood association shall make an annual report to the city council at a council meeting between March 1 and April 30 each year. This report may be in writing (with a ten page maximum) or presented orally. A written report is preferred. The report shall include at least the following elements:

- (1) A listing of all meetings with attendance noted.
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(Ord. No. 2024-875, § 6, 5-20-2024; Ord. No. 2025-891, § 1(Exh. A), 5-5-2025)

Sec. 2-276. - Maintaining recognition—Council action.

If the council finds the association has continued to meet the requirements for recognition as outlined in section 2-274, it can, by motion, extend recognition for an additional year.

(Ord. No. 2024-875, § 7, 5-20-2024)



Greater Northeast Keizer Neighborhood Association

gnekna.com

503-991-1671

nekna2022@gmail.com

Summary Annual Report 2025

Jan 7th 2025

28 people in attendance;

Guest Speaker Bill Lawyer on the Wetland Project. Bill Lawyer sharing how the wetland project for Claggett creek park will enhance the park and community. How this project will also support the floodplain areas and help with wildlife coming back to the park.

Jenn Palanuk (SLF) shared about Peace walks and that we needed a host for one to get rolling in Keizer. This was a great way for us to learn a new way we can use our Neighborhood Watch and our walking group.

Feb 7th 2025

24 people attended this meeting.

This meeting was more of a work session as we worked on the annual report for the upcoming year.

We worked on our goals for the year and covered our long-range plan. Updated our welcome packet we use for new folks who join us.

We hosted a table for Career Day at Kennedy. It was a great time with families and shared how to start and run a Neighborhood Association. We added 5 new families.

March 4th 2025

We had 23 people attend. We covered a number of items for the annual report in April.

Select the Level of Participation • Inform • Consult • Involve • Collaborate • Empowering this is one of the ways we self-check to be sure we are doing for our community and helping to evaluate ourselves. Part of our motto is to be sure we are working on the needs of families. 2 new families added

April 1st 2025

We had 29 people in attendance for this meeting. We had Hector Blanco Keizer Fire Department: Francisco Salvador Chemeketa Community College Guest Speakers. Marleen shared about the gold star and how it could impact families as well as our community.

We covered the defensible spaces around our homes and being ready for an emergency. Hector shared the importance of having extra meds ready to go for families. Preparing our homes for fires and learning about fire blankets and how effective they can be.

We moved into planning for National night out and our Fun day events.

Our New Story Walk: The main goals for this project are to include promoting literacy and family engagement, encouraging physical activity outdoors, and fostering a love of reading through interactive, community-based experiences.

May 6th 2025

We had 18 people in attendance and 3 came in late 21 total.

May was all about National night out and covering the work session we hosted with the neighborhood watch group. The **work group had 11 people** who helped us get ready for National Night Out and our Fun Friday events with the neighborhood Family council. Here are a few highlights; Marlene shared May 20th that JFK will play at the Santiam Brewing Company for the Ryan J Hill Memorial \$20 per ticket. Got the grant for the Memorial poured the concrete at Ryan J Park, as progress moves forward, we will learn more.

May 24th 2025

We hosted a Story Walk with Soggy Day at the park with Claggett Creek Watershed Council; The annual fun free event brought to you by the City of Keizer, Claggett Creek Watershed Council, Keizer Rotary and many more donated times. Boat rides, food provided by Matt Miller BBQ, many other people hosted tables for this event.

June 3rd 2026

In our meeting we had 22 people in Zoom and Teams;

We covered a lot of ground in this meeting as we heard from the work group for NNO and FF events. (National Night Out; Fun Friday). Hector from Keizer Fire shares some of the monthly stats on phone call and EMS information. He shared it was important being ready for events with glow sticks for kids to be seen and how this can help add value to our events.

June 7th 2025

We held a joint meeting with GNEKNA NW, GNEKNA and had a second meeting with SEKNA

In our meeting we had 12 (Ben Miller Park)

We covered a lot of ground in this meeting as we heard from the work group for NNO. SEKNA shared door hangers and we agreed to help get those out. We canvased around our borders and placed the hanger we had about 150. Andera from Elks shared her Vision and we took that a higher level and added some of our ideas and planning went well. Dan offered support and a few ideas we did not look at. It was a great partnership meeting.

July 1st,2025

Attendance:22

National Night Out Planning

Tammy and Jacqueline share a presentation from the National Association of Town watch is a group we joined to help with growing our national night out and our summer block parties. This information was insightful and led to great conversations on some of our summer routines and how we can change them to include more of our families.

Aug 2025

We took the night off National Night Out!

Blast Camp; Aug 2025

We hosted a table and enjoyed the time in our community. It was a great turn out. We invested in a \$30.00 raffle and it went to a great family. It was a great way to share time with the community. Interactive Workshops: Meet local officers (and the K9 partners!) and gain insights into their daily tasks, such as community safety and crime. prevention. Fun Activities: Enjoy team-building exercises, sports, and hands-on learning that foster leadership and teamwork. We hosted 2 story walks and had a great day!

Sept 3rd 2025

We had 2 meetings this month; zoom we had 25 people in attendance; Speaker: Shofi Ull Azum, Chief Planning and Development Officer (Cherriots).

Tammy and Jacqueline shared the NTMP with the group. Tammy sought support from David Philbrick who was knowledgeable and added a great deal of support for moving this forward. David shared how important it was to have as much detail as possible and be clear of the need.

Tammy Covered National Night Out results we impacted 1246 families in our GNEKNA and SEKNA communities. 16 hosted for National night out Events and We hosted with Southeast Keizer at the Keizer Elks who was a fabulous partner. We gained 5 new families!

September 23rd, 2025

We had 7 in person

Speaker: Shofi Ull Azum, Chief Planning and Development Officer (Cherriots)

Sofi, We have different types of services. We have regional services serving the communities outside of Salem's boundaries, we have Cherriots lift, we have one that services 3 counties Marion, Polk, & Yamhill Counties. In 2025 We did over 3.6 million ridership's. Our ridership has been increasing over the last 5 years. We have been doing outreach for 4 to 5 years. We want to understand what our riders want. We want to expand our services. More routes, more hours, more places. ridecherroits.org. For a survey that you can help us with to expand our services.

Oct 6th 2025 Keizer Fire Safety Fair we hosted table

Oct 7th 2025

We had 42 in attendance

Guest Speaker; Adam Brown (UBG and Parks Master Plan update)

Adam talked about the Pavillion at the Keizer Rapids Park, there will be another bathroom, 2 food trucks. A concession stand is already there. We are moving a little slower than normal. Because we had to redo or replace a couple of things. Things had to be redone. There is a pedestrian flag program there. We will have a lot of picnic tables there for families. There is an artificial turf field. We also have people out there getting exercise. Even seeing adults out there getting exercise. Which is a great thing.

The 2nd project I want to talk about is the proposed pavilion at Keizer Rapids Park. We are in the midst of a Parks Master Plan Process. The Council wanted to look at the feasibility of putting in a pavilion. Behind the Big Toy. The Big Toy & between the river. What it is. Is a public engagement piece. We have public activities out there. We have the Keizer Fest. We have had surveys about this. They have put together some visuals.

Our Second Guest Speaker Amanda Azar- AmeriCorps Member- American Red Cross - Cascades Region.

Amanda shared her information in the chat for folks to be able to reach out as they need to. 503-964-4268: amanda.azar@redcross.org redcross.org/volunteer

Recruiter spoke about how to become a Red Cross Volunteer and about the training you can do. I work in Marion, Yamhill, Polk Counties. We have different types of services we provide. We have blood services for 60 + years. We have over 14.000 blood donations a day.

November 4th 2025

We had 19 people at our meeting, half way through 4 more people joined, giving a total of 23.

Sorrída gave a brief council report; Tammy led the conversation on Safety concerns Speed limits are often lowered near parks for safety, though the specific speed depends on local laws and a traffic engineering investigation. For example, Oregon has statutory speed limits including 25 mph for public parks, while cities like Tigard and San Diego have reduced residential and business corridor speeds to 20 mph to support walkability and decrease crash severity. Lowering speeds by just a few miles per hour can significantly improve pedestrian survivability and driver reaction times, making communities safer.

Nancy shared Community Livability: Reduced speed limits create a more comfortable, walkable, and livable atmosphere for pedestrians and bicyclist

Dec 2025

We took off no meeting;

Partnership events with other Associations and Community State of the city with all NA, Work with SKENA on the beaver problem, City Town Halls, to share with community, Kennedy Elementary event Hosted Tables, Fun Fridays event with the KNFC (Kennedy Neighborhood Family Council) and provide support. Hosted story walks and provided Support for Soggy Day.

- Email list 365, Facebooks 1230 followers, Insta gram 64 followers, advertised with Keizer Chamber, Keizer Times, Our Facebook, Linked In, Instagram, and Our Website (gnkena.com)

Jan 9th 2026

We had 26 people in attendance;

Elections were held to the board; Tammy Kunz was elected President for the year, Jacqueline Green re-elected to Vice President, Nancy Grace was elected to Secretary for the next year; Members at Large are James Jones; Lisa Little; Catharine Williamson, Jean Greenwood and Rebecca Daniels, Alice Thompson for the Neighborhood Association Board.

**To update website with the city; Tammy Kunz, President
Jacqueline Green, Vice President, Nancy Grace Secretary
James Jones, Board Member, Board Member**

Alice Thompson, Board Member, Lisa Little, Board Member
Catharine Williamson, Board Member, Jean Greenwood Board member
Rebecca Daniels, Board Member

Cover the Keizer Little League Park Facility Management Contract Agreement: to see if the City Council wants to go with a new group about the ownership at Keizer Little League field. There was no decision made to go with KLLP SFM. LLC. There will be a work session at Keizer City Hall on January 12 in a work session at 6:00 P.M.

Feb 9th 2026

We had 31 people in attendance and our speaker Matt Myers from Multi Modal, shared with us some of the items worked on.

Tammy and the group shared we have been working on peds safety for years and we felt like this needed more attention. It was nice to have a person share some of our concerns, and to know he is part of our Neighborhood Association and is working to help change this.

GNEKNA Budget:

Budget 2025-2026

Website; \$225.00

Zoom: zoom **\$143.91** 1/2025 to 9/2025(\$15.99) **\$50.97** total: \$194.88 now (\$16.99)

Printing; Marketing: \$595.42

Supplies: \$407.75

Resources Kits: \$175.00

Other office supplies: \$ 190.00 = \$1,388.05

Grant Keizer United \$400.00 (National Night Out)

Total: \$1788.05

Out of Pocket: \$188.05



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: Greater Gubser Neighborhood Association Annual Report

Proposed Motion

I move the City Council accept the report of the Greater Gubser Neighborhood Association and extend recognition to the Greater Gubser Neighborhood Association for an additional year.

I. Summary

As outlined in Keizer Code, Section 2-275 and 276, Neighborhood Associations shall make an annual report to the City Council between March 1 and April 30 each year. The report may be made in writing or presented orally.

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5. An analysis of the association's success in meeting its responsibilities as outlined in section 2-274(3).
6. An affirmation that the association is in compliance with the neighborhood's bylaws at the time of the annual report.

If the Council finds the association has continued to meet the requirements for recognition as outlined in section 2-274 (attached to this Staff Report), it can, by motion, extend recognition for an additional year.

II. Background

- A. The Greater Gubser Neighborhood Association has continuously submitted their annual reports and maintained recognition.

III. **Current Situation**

- A. The Greater Gubser Neighborhood Association annual report will be presented to the City Council by Patti Tischer.

IV. **Analysis**

- A. **Strategic Impact** - Neighborhood Associations play a meaningful role in connecting Keizer residents with city government. They directly support Goal Five of the Strategic Plan: fostering a connected and involved community.
- B. **Financial** - The Greater Gubser Neighborhood Association is provided funding through the City budget process.
- C. **Timing** - Extending recognition for an additional year will allow the Greater Gubser Neighborhood Association to continue their mission.
- D. **Policy/Legal** - The presenting of this annual report by the Greater Gubser Neighborhood Association is in conformance with Keizer Code Section 2-275. If the Council finds that this neighborhood association is meeting the standards set forth in the Keizer Code Section 2-274, then the Council can extend recognition for another year.

V. **Alternatives**

- A. The Council may accept the report and extend recognition to the Greater Gubser Neighborhood Association for an additional year.
- B. The Council may choose to not accept the report or extend recognition to the Greater Gubser Neighborhood Association for an additional year.

VI. **Recommendation**

Staff recommends the City Council accept the report and extend recognition to the Greater Gubser Neighborhood Association for an additional year.

Attachments

- 1. DOC_Neighborhood Association Code - Recognition_03 02 2026
- 2. Greater Gubser Annual Report - 2025

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- (2) *Boundary.* The association shall adopt by motion a fixed geographic boundary meeting the following general guidelines:

- a. The neighborhood should generally encompass at least 300 dwelling units or smaller clearly defined areas.
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(Ord. No. 2024-875, § 5, 5-20-2024; Ord. No. 2025-891, § 1(Exh. A), 5-5-2025)

Sec. 2-275. - Maintaining recognition—Annual report.

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(Ord. No. 2024-875, § 7, 5-20-2024)



2026 ANNUAL REPORT TO KEIZER CITY COUNCIL GREATER GUBSER NEIGHBORHOOD ASSOCIATION

The Purpose of the Greater Gubser Neighborhood Association is to empower our neighbors and improve our community. The boundaries for our Neighborhood align with the school attendance boundaries for the Gubser Elementary School. Our Association encompasses approximately 3100 households. Of these households 2049 are residential tax lots.

We Communicate with our Neighbors in the following ways:

1. **Monthly GGNA meetings** are currently held on the Second Tuesday of the Month. We typically do not meet in June, July, or December. Our meetings are held at the Keizer Civic Center. Our National Night event in August is held at Bob Newton Park. We began meeting at Keizer Civic Center in September 2019. The event center staff have been very accommodating to our needs and do an outstanding job of communicating with us for our meeting needs. We extend our thanks to the staff for their continued support.
2. **Yard signs** with our meeting notice are put up in various locations of the Neighborhood the Friday prior to the Tuesday meeting and taken down promptly, after the meeting. We have fourteen signs available for installation (Seven for our usual Tuesday meeting and Seven for our previous Thursday meeting night.) We have neighbor 'Sign Hosts' that have a yard sign and post it for us in their yard to help advertise our meetings. It is a welcome service for our continued efforts to engage our Neighbors. Our current yard signs continue to be well loved. Although it is well past time for replacement, it is a large expense, and we have been hesitant to extend that expense without more robust attendance and involvement in the neighborhood association currently. When the time is prudent, we will pursue efforts to obtain new signs and begin the process of obtaining a vender and bids for these signs.

3. **GGNA Facebook Page** – We began actively tracking the engagement on our Facebook page in April 2019. At that time, the page had 379 likes. At the time of this writing, we have approximately 1136 followers. We share meeting information and share content from community partners to engage our neighbors and ensure community information is shared to our followers.
4. **Nextdoor Online communication forum** - This online community forum began around October 2012. In January of 2013 there were 80 Gubser households signed up. Today there are currently 2912 Gubser member households. As a comparison last year at this time, there were approximately 2741 members participating in the Gubser Area. We saw an increase of about 170 households on Nextdoor this past year, which is a decline this past year. Previously we were seeing increases of 200-225 in any given year.
5. **Email notifications** - At each gathering, we try to obtain email addresses and contact information from attendees to build an email contact database. We include Keizer City officials in our email communications, to keep everyone informed. Our current email list has 204 contacts.

From our last report to Council, we have had eight meetings or events in efforts to engage our Gubser Neighbors. We had regular meetings on September 9, 2025, January 13, 2026, and February 10, 2026.

On August 5, 2025, we hosted our annual National Night Out event at our neighborhood Bob Newton Park. We kicked off the National Night Out event with our 4th Annual Children's parade with a Super Hero theme, beginning at Gubser Elementary and traveling to Bob Newton Park! We provided BBQ hot dogs, chips, and drinks for the neighbors in attendance. There were over 70 children participating in the parade this year, which was a big increase from previous years and nearly 250 neighbors in attendance at the park.

On October 6, 2025, we shared table space with all Keizer neighborhood Associations at the Keizer Fire Department's Annual open house.

Although we typically do not meet in December, on December 9, 2025, we hosted our 2nd annual Gubser Neighbor night at the Keizer Miracle of Lights Donation tent. We had a fun time and had members from other Keizer Neighborhood associations join us as well. Our meetings have attendance numbers anywhere from 5 to 15, with our National Night Out event attracting epic attendance numbers!

On March 12, 2025, we collaborated with all the Keizer Neighborhood associations to host the Annual Mayor's State of the City address.

The Board members try to stay engaged by attending Community events and outreach meetings. Some of these are Keizer Chamber Greeters & Luncheon Forums, Keizer United, and Keizer Network of Women (K.N.O.W.).

We openly communicate with the members of all the Keizer Neighborhood Associations for mutual collaboration for the greater good of our community. We have collaborated to place mutual ads in the KeizerFest guide, the Keizer Chamber Business Directory and Keizer Times, several publications per year. This year our mutual collaboration included a banner at the Keizer soccer fields.

The Keizer Miracle of Lights Display continues to be a highlight in December for our Gubser Neighbors and Community. This year donations totaled 16,010 pounds of food with \$25,935 in monetary donations. This provided 92,000 meals for our hungry neighbors. While these continue to be impressive numbers from year to year, it is important to note that the monetary totals were down from last year's total of \$32,538. Which amounts to 19,126 less meals for our neighbors. We experienced a few fundraising cocoa stands on the route this year, which we felt had somewhat to do with the decrease in our monetary donations. Although we did experience a few evenings that we had to close the donation site because of power outages in the neighborhood, we can't really determine accurately the factors affecting the decrease in monetary donations. We are so thankful for the Moore Family for providing the donation tent site location and all of their tremendous efforts to keep this event going. Also instrumental in keeping the day-to-day event running is the Straight Family. These two families put in countless hours to make sure things are seamless for this Neighborhood event!

We appreciate the City Council's approval of our Budget request this past year. We currently have spent \$ 450.49 of the \$1200 budgeted. These funds enabled us to print flyers, meeting agendas, labels with our logo, permanent name tags, as well as provide beverages at our meetings and beverages for volunteers at the Miracle of Lights. These expenditures help us with community engagement. We plan to reach out once again for donations for our National Night Out event. Last year we were able to secure donations for approximately \$556 to provide hot dogs, chips, and drinks for the attendees, as well as supplies for goodie bags and costumes for the parade participants. Our total expenditures for our National Night Out event are approximately \$ 610.

We are once again looking forward to a year of growth. Current Board Members are: President - Patti Tischer, Vice President - Tasha Rash, and Secretary - Laura Daniel. We have other neighbors that are helping behind the scenes. We will begin planning for National Night Out 2026 soon. Talk is in the works for our fifth annual Children's parade to kick off the evening! *And there is a good chance the grill will once again be fired up with Hot Dogs!*

We are thankful for the support of all Keizer City Staff and Council. We are a small group with much potential for growth and will continue to maintain opportunities to engage our neighbors.

The GGNA requests that Keizer City Council extend their recognition to The Greater Gubser Neighborhood Association for another year.

Respectfully submitted March 31, 2026 (as written)
with Council presentation on April 6, 2026

Patti Tischer, President
Greater Gubser Neighborhood Association



Greater Gubser Neighborhood Association

Lakebrook

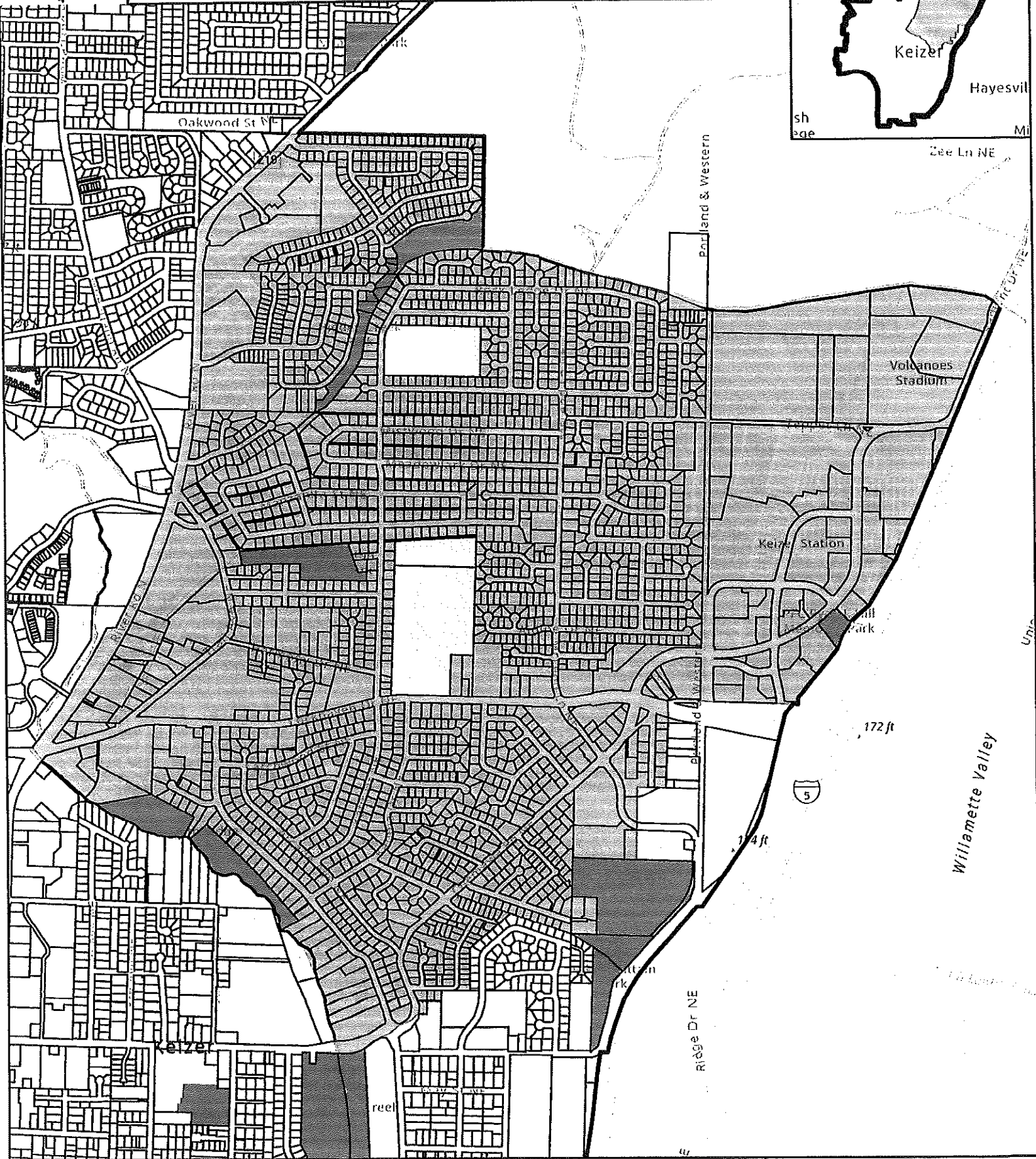
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Created: January 2022

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GISINFO@Keizer.org.

- | | |
|----------------|--------------------|
| Greater Gubser | Waterways |
| Parcels | Waterbodies |
| School | Keizer City Limits |
| Park | |

Hi Neighbors!



Do you know Keizer is divided into Neighborhood Associations that you may already belong to just by living here?



A Neighborhood Association is a voluntary group of residents who organize to improve their neighborhood's quality of life, address concerns, and foster a sense of community.



Greater Northeast Keizer
Neighborhood Association
BUILDING A STRONGER COMMUNITY

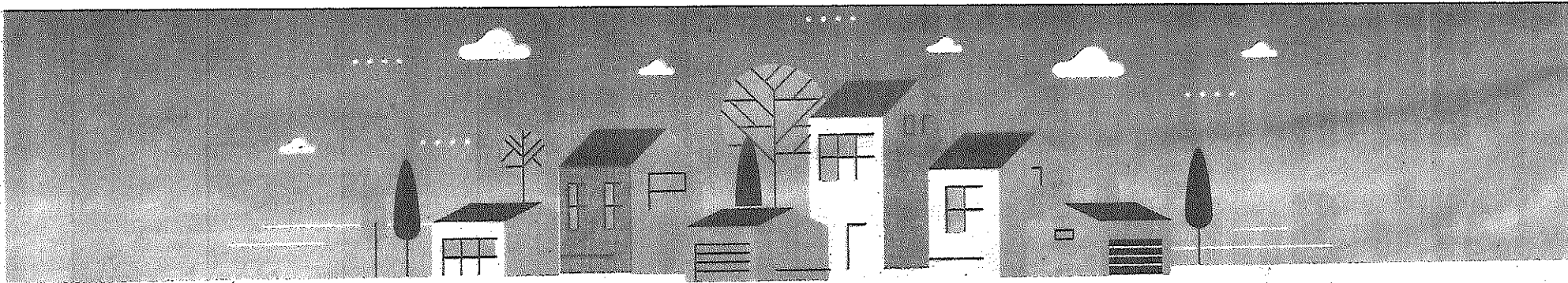
As a resident of Keizer, this is a service provided to you at no charge. Neighborhood Associations are officially approved by the City of Keizer and act as a means of getting concerns addressed by the City.

Scan the QR code below to visit the City of Keizer website, find your Neighborhood Association and get involved.

**SOUTH
EAST
KEIZER
NEIGHBORHOOD
ASSOCIATION**

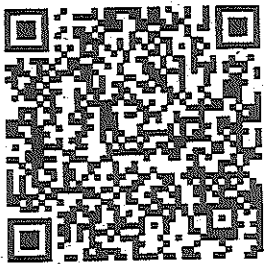


West Keizer
NEIGHBORHOOD ASSOCIATION

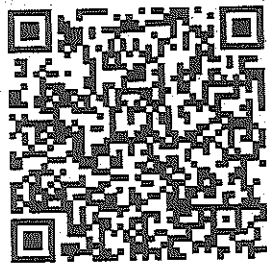


YOUR NEIGHBORHOOD NEEDS YOU!

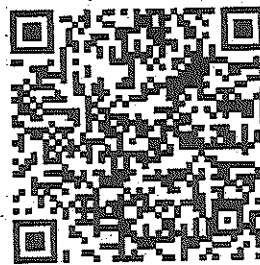
Visit www.keizeror.gov/159/Neighborhood-Associations for more information from each of the associations



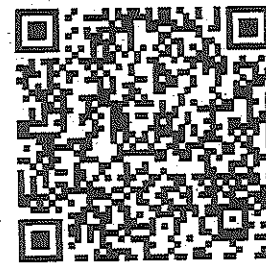
sekna2025@gmail.com



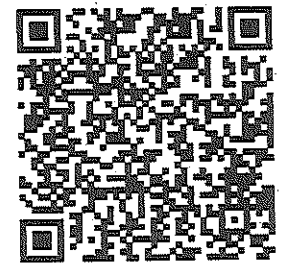
www.westkeizerna.org



nekna2022@gmail.com



northwestkeizer.org



Grestergubser@gmail.com

Follow your neighborhood associations Facebook to stay updated on current events and whats going on in your community!



MINUTES
KEIZER CITY COUNCIL
Monday, March 16, 2026
Robert L. Simon Council Chambers
930 Chemawa Road NE
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 6:03 p.m.

ROLL CALL

Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Shaney Starr, Council President
Kyle Juran, Councilor
Daniel Kohler, Councilor
Marlene Parsons, Councilor
Lore Christopher, Councilor
Felicia Guptill, Youth Councilor

Staff:

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

Absent:

Soraida Cross, Council Vice
President

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

a. PROCLAMATION: Women's History Month

Tammy Wild, Keizer Heritage Museum, shared information about prominent, inspiring and influential women from Keizer.

Mayor Clark read the Proclamation recognizing March as Women's History Month. She presented the proclamation to Ms. Wild.

b. "If I Were Mayor" Contestant Recognition

Mayor Clark announced the "If I Were Mayor" contest winner: Michelle Ashon-Imoroa. Ms. Ashon-Imoroa read her winning essay.

c. Keizer Community Library Annual Report

Barbara Miner, Keizer Community Library (KCL), summarized the annual report. The Council expressed their gratitude for the work and non-profit partnerships KCL. There was a question about the status of the KCL as a Public Library. Ms. Miner explained that if they were a Public Library, they would still be focused on being a community library. KCL will be reapplying for public library status at the end of March. They believe that they have met the criteria and would be awarded the designation in July. Ms. Minor shared that their goal was to maintain events and bilingual grant writing to support the Keizer City Council with their own donations. She shared that it would be the goal for The Friends of Keizer Community Library to be a separate, non-profit organization that would write and accept grants and then pay for items that the KCL needed.

COMMITTEE REPORTS

Matt Lawyer, Chair of the Parks Recreation and Advisory Board, shared two matching grants that were approved. He shared about the discussion they had related to the pavilion concept in Keizer Rapids Park (KRP). The Parks Board had a consensus about Area B where the dog park was and asked staff to look at the feasibility of identifying a dedicated development space or Activity Center. They discussed limiting development size, felt it was important to be an indoor or covered activity center, and they tabled the recommendation to the April meeting because the members and public didn't have a chance to read and consider the overview documents provided by the MIG Consultants--and so that new consultant information could be evaluated for potential options. Mr. Lawyer thanked the Council for bringing the conversation back to the community.

Mr. Lawyer thanked the Parks Board and the Council for their support of the Gold Star Memorial. Councilor Christopher said she supported memorializing the 15 percent development limit for the park. She noted that in 2006 neighbors had expressed concern that development might encroach into the southernmost and western portions of the park, which was not the intention. The intention was to keep the most significant park of KRP green and pristine. She also liked the name of a Covered Activity Center. There were comments about preserving as much green space as possible at KRP. Consolidated parking was discussed. Discussion ensued regarding disc golf in relation to the Parks Master Plan. There was a question about if there was a timeline related to the County grant for the consultant's work. Mr. Brown shared that it was a three-year grant and that the City was under the timeline.

Mr. Lawyer shared about the recent Event Center clean-up and about the upcoming Soggy Day in the Park.

James Merrill, Keizer Public Arts Commission, shared about their most recent meeting. Councilor Christopher noted that the Public Art Master Plan was being recommended, and the storm drain program was moving forward. Mr. Merrill expressed his thanks and welcoming attitude for the outstanding work of Deputy City Recorder Dawn Wilson and City Manager Adam Brown.

Robin Barney, Community Diversity Engagement Committee, summarized the recent meeting by discussing ideas for an absenteeism policy, and they prepared their list of accomplishments and goals for the Joint Work Session on March 30th. They were working on supporting the Volunteer Coordinating Committee on a Volunteer video. She mentioned the rack cards and the upcoming off-site meeting, and the Keizer Police Department was teaming up with Keizer Fire on Blast Camp.

Youth Councilor Guptill commented on the Victory Academy Play, and shared about a recent State fiddling contest.

PUBLIC COMMENTS

There were no public comments.

CONSENT CALENDAR

Council President Starr moved that the Keizer City Council approve the Consent Calendar. Councilor Kohler seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Cross (1)

a. Approval of March 2, 2026 Regular Session Minutes

PUBLIC HEARINGS

There were no public hearings.

ADMINISTRATIVE ACTION

a. RESOLUTION - Establishing Classification of Code Compliance Coordinator

Planning Director Shane Witham summarized the staff report. It was noted that the reclassification was related to the work actually being done by the position.

Council President Starr moved to adopt Resolution R2026- Establishing Classification of Code Compliance Coordinator. Councilor Kohler seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Cross (1)

b. ORDINANCE - Relating to Solid Waste Franchises; Amending Keizer Code Section 30-8

City Attorney Joseph Lindsay summarized the staff report.

Council President Starr moved to adopt an Ordinance No. 2026- Relating to Solid Waste Franchises; Amending Keizer Code Section 30-8. Councilor Kohler seconded. Motion passed unanimously as follows upon first reading:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Cross (1)

c. RESOLUTION - Adopting the 2020-2030 Public Art Master Plan

ORDINANCE - Relating to Location of Other Public Art; Amending Keizer Code Section 12-29

City Manager Adam Brown summarized the staff report, noting that the Arts Commission had a

\$6,000 annual budget. It was noted that Transient Occupancy Tax funds pay for the Art projects. Donations could be made to sponsor art. There could also be long-term loans of art. There was an inventory of public-owned art. Councilor Christopher explained that if there were funds left over at the end of the year, then art would be purchased. Art in the City Council Chambers was discussed. It was noted that the changes were an amendment to the 2020-2030 Plan.

Council President Starr moved to adopt Resolution R2026- Adopting the 2020-2030 Public Art Master Plan. Councilor Kohler seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Cross (1)

Council President Starr moved to adopt an Ordinance No. 2026- Relating to Location of Other Public Art; Amending Keizer Code Section 12-29. Councilor Kohler seconded.

The Utility Box Wraps and Storm Drain Art and Street Art Programs were the reasons for the amendments.

Motion passed unanimously as follows upon first reading:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Cross (1)

OTHER BUSINESS

Councilor Christopher proposed reducing the speed limit on South Verda from 35 to 30 miles per hour, which would be consistent with Chemawa. She noted that Verda was a critical street for the City by buying a north-south collector, yet it had not been brought up to urban standards. She provided a handout of proposed additional stop signs on Verda at Kalmia, Larchwood, and Lawnview. She felt it improved the consistency of speed in the area. By consensus of Council, staff would bring back information on traffic management with a recommendation for standardization of speed limits coming off the roundabout.

Councilor Christopher suggested hiring an outside auditor related to the management of Volcanoes Stadium. She asked for a Work Group to determine what should be included. Mayor Clark suggested a report from staff and having a conversation with the management. There was a suggestion to also expand the idea to Keizer Community Fields (KCF). Discussion ensued regarding reporting from KCF. There were suggestions to look at the lease and find out what legally could be looked at by a Work Group.

The Strategic Plan Work Group would be brought back to sunset at the next meeting.

STAFF UPDATES

Assistant City Manager Wood thanked the Keizer Rotary and Keizer Rotary Satellite Group because the annual Event Center Cleanup saved the City about \$15,000 to \$20,000 a year, along with special thanks to Loren's Sanitation for providing the dumpsters and bins.

Chief Copeland reported that they had two people graduate from the Police Academy. Eric Barker received a Physical Fitness Award, which included mentoring, encouraging, and leadership within working hard with the physical fitness side of the academy. Josh Barnett received the Academic Award and received one of the highest scores. Blast Camp would be June 29th through July 1st at Claggett Creek Middle School. They were working on getting their Citizens Academy up and running again next month.

Public Works Director Blaylock thanked the Parks Board for the kind and warm welcome when she attended the last meeting. She appreciated the work and grant offerings by the Parks Board. She shared that the Great Rain Drop Scavenger Hunt would be coming up at KRP.

COUNCIL MEMBER REPORTS

Councilor Christopher asked for a tour of Keizer Little League Park to walk through safety enhancements. Mr. Brown offered to take the Councilors in small groups to tour the Park.

Councilor Kohler expressed his gratitude for all involved in the Event Center Clean-up and was grateful for the graffiti removal.

Councilor Parsons thanked the City Council for filling in for her and reminded folks to slow down and watch for the children out on Spring break.

Mayor Clark expressed thanks to Event Center Lily Von and Deputy City Recorder Dawn Wilson for their help with the State of the City technology. Mayor Clark shared about recent events and invited folks to get involved with early learning by being involved with the library and schools--and reading to children.

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

ADJOURNMENT

Mayor Clark adjourned the meeting at 8:13 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: Tim Wood, Assistant City Manager
Subject: Event Center Use Fee Waiver - Marion County Reentry Initiative Breakfast

Proposed Motion

I move the City Council approve a waiver of the Event Center use fee of \$2,530 for the Marion County Reentry Initiative Breakfast on October 1, 2026.

I. Summary

The Marion County Sheriff's Office has requested a waiver of the event center use fee for the Marion County Reentry Initiative (MCRI) breakfast on Thursday, October 1, 2026, from 7:00 am - 8:30 am. In addition, Marion County has requested access to the ballroom on September 30, 2026 from 1:00 pm to 5:00 pm for setup. The event is free and open to the public.

The mission of MCRI is to rebuild lives, promote community safety, and save taxpayer money. The program helps individuals who are reentering our community after incarceration. The MCRI program is funded through donations and sponsorships.

The rental rates for the Keizer Event Center provide a 20% discount for Keizer Governmental Partners (i.e. Marion County). The use rate for the Iris Ballroom for this event would be \$2,530, which includes stage and audio/visual charges.

Staffing costs for room setup and support during the event are approximately \$600.

In the past, the City has waived all fees associated with this event. The MCRI program has been very successful in providing meaningful support to the people in the Keizer community. The City is proud to support this effort.

II. Background

A. Marion County previously held the ReEntry Initiative Breakfast at the Keizer Event Center on October 24, 2024 and October 2, 2025.

B. The use fees associated with both events were waived by the City Council.

III. **Current Situation**

- A. The City has received a completed Event Center Use Agreement dated February 27, 2026.
- B. The City has received a request for a use fee waiver on February 25, 2026.
- C. As of this date, no other requests for room reservations on this date have been received.

IV. **Analysis**

- A. **Strategic Impact** - Not Applicable
- B. **Financial** - The use fee waiver will result in \$2,530 less revenue for the Event Center Fund.
- C. **Timing** - The Marion County Re-entry Initiative Breakfast is scheduled for October 1, 2026.
- D. **Policy/Legal** - Resolution R2024-3435 - Adopting Use Policies and Rates for the Keizer Event Center: Repealing Resolution R2023-3423, indicates that the City Council may reduce or waive rates, deposits or other costs for certain uses if, in the council's sole discretion, the use is a significant benefit to the Keizer community considering such factors as the City's fixed and non-fixed costs, staff resources, wear and tear on the facility, and other factors deemed appropriate by Council.

V. **Alternatives**

- A. Approve a waiver of the Event Center use fee of \$2,530.
- B. Approve a waiver of the Event Center use fee for an alternate amount.
- C. Deny the request for a waiver of the Event Center use fee of \$2,530.

VI. **Recommendation**

Staff recommends the City Council approve a waiver of the Event Center use fees of \$2,530 for the Marion County Reentry Initiative Breakfast on October 1, 2026.

Attachments

- 1. LTR_CC_Marion County Reentry Event Fee Waiver Request Letter_04 06 2026
- 2. RES_CC_R2024-3435_2023-01-02 - Adopting Use Policies and Rates for the Keizer Event Center_04 06 2026



MARION COUNTY SHERIFF'S OFFICE

NICK HUNTER, SHERIFF

February 25, 2026

RE: Marion County Reentry Initiative Event

To the Keizer City Council and the Keizer Civic Center,

On behalf of the Marion County Sheriff's Office and our partners we want to thank you for your continued support of the Marion County Reentry Initiative.

The Marion County Reentry Initiative (MCRI) is a collaborative effort involving community corrections, education, law enforcement, health and non-profit agencies working together to rebuild lives, promote community safety, and save taxpayer money by breaking the cycle of criminal activity.

MCRI works to reduce crime and recidivism by offering coordinated services which are critical for successful community reentry after release from prison. MCRI's key partners provide housing, transportation, treatment, mentoring, family strengthening, and employment services for MCRI clients.

On 10/01/2026, we will return to the Keizer Civic Center to celebrate the ongoing success of the program and celebrating the ongoing commitment from our Community Partners. We plan to discuss the history of MCRI and highlight key partners over the last year.

To support the most effective and efficient use of the resources available to the MCRI, I am respectfully asking the Keizer City Council to consider waiving the rental fee for this event.

Thank you for your consideration.

Sincerely,

Sheriff Nick Hunter
Marion County Sheriff's Office
nhunter@co.marion.or.us
503-588-5094

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2024-3435

4
5 ADOPTING USE POLICIES AND RATES FOR THE
6 KEIZER EVENT CENTER; **REPEALING**
7 **RESOLUTION R2023-3423**
8

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

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

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

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

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

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

20 NOW, THEREFORE,

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

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

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

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

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

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

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

13 b. No insurance is required for non-alcoholic events when client is
14 using one or two small rooms.
15

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

18 1. Base Use Rates. The following base use rates shall be charged for the
19 Keizer Event Center:
20

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

- 1 f. Government and quasi-government entities, e.g., City of Salem,
2 Marion County, State of Oregon, Salem-Keizer School District,
3 Keizer Fire District, Salem-Keizer Transit District, Keizer Chamber
4 of Commerce, League of Oregon Cities, Mid-Willamette Valley
5 Council of Governments, are entitled to a twenty percent (20%)
6 discount on the base use rates outlined in 1(b) and 1(c) herein.
7 (Small rooms are not discounted.)
8 g. City-hosted activities directly benefiting City operations are entitled
9 to a fifty percent (50%) discount on the base use rates outlined in
10 1(b) subject to the following:
11 i. Registration fees charged to participants shall total no more
12 than the actual out-of-pocket costs of the event.
13 ii. This discount is only available for one or two medium rooms.
14 The large ballroom and small room rates are not discounted.
15 iii. For Friday, Saturday or Sunday dates, the event may not be
16 reserved more than six (6) months prior to the event.
17 iv. No alcohol is allowed for City hosted events. Insurance is not
18 required.
19 h. The above discounts are not transferrable.
20

21 2. Exempt Uses. The following uses are exempt from payment of use rates
22 and insurance requirements, except caterer insurance if applicable. No
23 alcohol is allowed for these events:
24

- 25 a. City Meetings. City Council/Urban Renewal Agency meetings,
26 City/Urban Renewal Agency committee, task force, or staff
27 meetings, trainings, recruitments or exercises.
28 b. Neighborhood Associations. Recognized neighborhood
29 associations may hold their regular meetings, up to twelve (12)
30 meetings per year in one or two small rooms.
31 c. Keizer-based Youth Sports. Keizer-based youth sports
32 organizations may hold up to three (3) events per year using one
33 medium room or one or two small rooms.
34 d. Town Hall/Community Forums. City, Urban Renewal Agency,
35 Salem Area Mass Transit District, Marion County, and other
36 governmental agencies may hold town hall/community forums for
37 the purpose of gathering public input.
38 e. Keizer Library. The Keizer library may hold up to two (2) book sale
39 events per year using up to one medium room for up to three days.
40 f. City Employee/City Volunteer Training. Training and meetings for
41 City employees or City volunteers are exempt. Other governmental
42 employees or volunteers may also attend. No fee may be charged to

- 1 participants other than the actual meal cost, if a meal is served.
- 2 g. City-Hosted Educational Outreach Events. No registration fee may
- 3 be charged to the participants.
- 4 h. Outside Committees/Groups. With City Manager approval,
- 5 organizations connected with the City or benefitting City residents
- 6 such as Keizer United, Claggett Creek Watershed Council, and
- 7 Community Emergency Response Team may hold one meeting per
- 8 month in one or two small rooms. No registration fee may be
- 9 charged to the participants.

- 10
- 11 3. Other Agreements Exempt. Organizations with specific agreements for
- 12 Event Center Room use are not subject to the above rates. The City
- 13 Manager is authorized to negotiate and reduce the use rates for
- 14 organizations who request repeating scheduled use for a term not exceeding
- 15 two (2) years.
- 16
- 17 4. Council Approved Uses. The City Council may reduce or waive rates,
- 18 deposits or other costs for certain uses if, in the Council's sole discretion,
- 19 the use is a significant benefit to the Keizer community considering such
- 20 factors as the City's fixed and non-fixed costs, staff resources, wear and
- 21 tear on the facility, and other factors deemed appropriate by Council.
- 22
- 23 5 Additional Facility Charges. The City Manager is authorized to adopt and
- 24 impose surcharges for rental rates for additional facilities, including, but not
- 25 limited to stages, audio/visual equipment, computer equipment, kitchen
- 26 usage and additional labor expenses. The City Manager is authorized to
- 27 impose deposits, fees or additional charges as City Manager may deem
- 28 appropriate in their discretion.
- 29
- 30 6 Use Rates Subject to Facility Agreement. The use rates set forth herein are
- 31 subject to the provisions of the Facility Use Agreement as authorized by the
- 32 City Manager. The City Manager is authorized to amend the use rates if in
- 33 the City Manager's discretion such amended rates provide increased
- 34 transient occupancy taxes, other identifiable economic benefits to the
- 35 citizens of the City as a whole, or other identifiable fiscal benefits to the
- 36 City of Keizer administratively.
- 37
- 38
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- 41
- 42

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

5 BE IT FURTHER RESOLVED that this Resolution shall take effect on January 1,
6 2024.

7 PASSED this 2nd day of January, 2024.

8
9 SIGNED this 2nd day of January, 2024.

10
11
12
13
14
15

Anthony Clark
Mayor

Dawn Wilson
Deputy City Recorder



To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Tim Wood, Assistant City Manager

Subject: Event Center Fee Waiver - Vetcare, Westcare Oregon - 2nd Annual Red, White and Boots Benefit Gala

Proposed Motion

I move the City Council approve the requested waiver of the Event Center use fee of \$900 for the Vetcare, Westcare Oregon - 2nd Annual Red, White and Boots Benefit Gala on November 14, 2026.

I. Summary

Vetcare, Westcare Oregon has requested a waiver of the event center use fees for the 2nd Annual Red, White and Boots Benefit Gala on November 14, 2026. The letter requesting the use fee waiver is attached.

The use rate for the Event Center Ballroom is \$600.00 for 12 hours for 501(c) organizations who serve Keizer residents that are conducting a fundraiser event (once a calendar year).

Vetcare, Westcare Oregon has requested access to the room from 10:00 am to 10:00 pm on the day of the event. Total fees, including the use fee, AV and stage total \$900.

Westcare Oregon will be responsible for the refundable security deposit and for event security.

II. Background

- A. Vetcare had the event center use fees waived for the 2nd Annual Mental Health Summit on May 20, 2025.

III. Current Situation

- A. The City has received and approved the Event Center Use Agreement dated January 23, 2026, for the November 14, 2026, event.
- B. On January 29, 2026 Vetcare, Westcare Oregon submitted a letter requesting a use fee waiver for the 2nd Annual Red, White and Boots Benefit Gala on November 14, 2026.

- C. The event is more than several months away as such insurance information is not yet available.

IV. Analysis

- A. **Strategic Impact** - Not applicable.
- B. **Financial** - The financial impact of this request is a reduction in use fee income for the Event Center of \$900.
- C. **Timing** - The event is scheduled for November 14, 2026.
- D. **Policy/Legal** - Resolution R2024-3435 - Adopting Use Policies and Rates for the Keizer Event Center: Repealing Resolution R2023-3423, indicates that the City Council may reduce or waive rates, deposits or other costs for certain uses if, in the Council's sole discretion, the use is a significant benefit to the Keizer community considering such factors as the City's fixed and non-fixed costs, staff resources, wear and tear on the facility, and other factors deemed appropriate by Council.

V. Alternatives

- A. Approve the waiver of the Event Center use fees of \$900.
- B. Take no action and the City will charge the applicable use fees for access to the room.

VI. Recommendation

Staff recommends City Council approve the requested waiver of the Event Center use fee of \$900 for the Vetcare, Westcare Oregon - 2nd Annual Red, White and Boots Benefit Gala on November 14, 2026.

Attachments

1. LTR_CC_VETCare Oregon Fee Waiver Request_04 06 2026
2. RES_CC_R2024-3435_2023-01-02 - Adopting Use Policies and Rates for the Keizer Event Center_04 06 2026



1/29/26

Dear City of Keizer,

My name is Roy McClain, and I am writing on behalf of VETcare Oregon, a program of WestCare Oregon, a 501(c)(3) nonprofit organization serving Veterans in Marion and Polk Counties. I respectfully request a waiver of facility fees for the use of the Keizer Event Center for our **2nd Annual Red, White, and Boots Benefit Gala**, to be held on November 14, 2026.

VETcare Oregon provides Veteran-focused housing and supportive services funded through the U.S. Department of Veterans Affairs. Our primary program is a **VA Grant and Per Diem (GPD) Transitional Housing program**, which offers 30 beds for Veterans experiencing homelessness. This program provides safe, structured housing combined with intensive case management and supportive services designed to help Veterans stabilize, work toward self-sufficiency, and transition into permanent housing.

In addition, VETcare Oregon operates a **VA-funded Grant and Per Diem (GPD) Aftercare/Case Management program**, which provides up to six months of continued case management for Veterans who have transitioned from homelessness into permanent housing. This program is designed to reduce returns to homelessness by supporting housing stability, connecting Veterans to community resources, and addressing challenges that may arise after housing placement.

The Red, White, and Boots Benefit Gala is a mission-driven fundraising and community engagement event. Its purpose is to raise unrestricted funds that directly support housing stability and supportive services for Veterans, increase community awareness of Veteran homelessness, and strengthen partnerships among local governments, community organizations, businesses, and residents. While our programs are grant funded, those funds are limited in scope and do not fully cover community outreach, fundraising efforts, or special events such as this.

Keizer is home to a significant Veteran population, and hosting this event at the Keizer Event Center would allow us to engage the local community while honoring those who have served. A waiver of facility fees would enable more of the funds raised to be directed toward direct services for Veterans rather than administrative costs.



As a nonprofit organization dedicated to serving Veterans experiencing homelessness, we respectfully request consideration of this fee waiver. We would be honored to host this community-focused event in Keizer and further strengthen our partnership with the City.

Thank you for your time and consideration. Please feel free to contact me should additional information be needed.

Respectfully,



Roy McClain

Director
VETcare/Westcare Oregon
Phone 503-364-1728
Mobile 503-871-7704
Web westcare.com
Email roy.mcclain@westcare.com
Office 2933 Center Street, Unit 2,
Salem, OR 97301
<https://vetcareoregon.org/>



Uplifting the Human Spirit

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2024-3435

4
5 ADOPTING USE POLICIES AND RATES FOR THE
6 KEIZER EVENT CENTER; **REPEALING**
7 **RESOLUTION R2023-3423**
8

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

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

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

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

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

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

20 NOW, THEREFORE,

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

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

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

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

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

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

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

13 b. No insurance is required for non-alcoholic events when client is
14 using one or two small rooms.
15

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

18 1. Base Use Rates. The following base use rates shall be charged for the
19 Keizer Event Center:
20

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

- 1 f. Government and quasi-government entities, e.g., City of Salem,
2 Marion County, State of Oregon, Salem-Keizer School District,
3 Keizer Fire District, Salem-Keizer Transit District, Keizer Chamber
4 of Commerce, League of Oregon Cities, Mid-Willamette Valley
5 Council of Governments, are entitled to a twenty percent (20%)
6 discount on the base use rates outlined in 1(b) and 1(c) herein.
7 (Small rooms are not discounted.)
8 g. City-hosted activities directly benefiting City operations are entitled
9 to a fifty percent (50%) discount on the base use rates outlined in
10 1(b) subject to the following:
11 i. Registration fees charged to participants shall total no more
12 than the actual out-of-pocket costs of the event.
13 ii. This discount is only available for one or two medium rooms.
14 The large ballroom and small room rates are not discounted.
15 iii. For Friday, Saturday or Sunday dates, the event may not be
16 reserved more than six (6) months prior to the event.
17 iv. No alcohol is allowed for City hosted events. Insurance is not
18 required.
19 h. The above discounts are not transferrable.
20

21 2. Exempt Uses. The following uses are exempt from payment of use rates
22 and insurance requirements, except caterer insurance if applicable. No
23 alcohol is allowed for these events:
24

- 25 a. City Meetings. City Council/Urban Renewal Agency meetings,
26 City/Urban Renewal Agency committee, task force, or staff
27 meetings, trainings, recruitments or exercises.
28 b. Neighborhood Associations. Recognized neighborhood
29 associations may hold their regular meetings, up to twelve (12)
30 meetings per year in one or two small rooms.
31 c. Keizer-based Youth Sports. Keizer-based youth sports
32 organizations may hold up to three (3) events per year using one
33 medium room or one or two small rooms.
34 d. Town Hall/Community Forums. City, Urban Renewal Agency,
35 Salem Area Mass Transit District, Marion County, and other
36 governmental agencies may hold town hall/community forums for
37 the purpose of gathering public input.
38 e. Keizer Library. The Keizer library may hold up to two (2) book sale
39 events per year using up to one medium room for up to three days.
40 f. City Employee/City Volunteer Training. Training and meetings for
41 City employees or City volunteers are exempt. Other governmental
42 employees or volunteers may also attend. No fee may be charged to

- 1 participants other than the actual meal cost, if a meal is served.
- 2 g. City-Hosted Educational Outreach Events. No registration fee may
- 3 be charged to the participants.
- 4 h. Outside Committees/Groups. With City Manager approval,
- 5 organizations connected with the City or benefitting City residents
- 6 such as Keizer United, Claggett Creek Watershed Council, and
- 7 Community Emergency Response Team may hold one meeting per
- 8 month in one or two small rooms. No registration fee may be
- 9 charged to the participants.

10

11 3. Other Agreements Exempt. Organizations with specific agreements for

12 Event Center Room use are not subject to the above rates. The City

13 Manager is authorized to negotiate and reduce the use rates for

14 organizations who request repeating scheduled use for a term not exceeding

15 two (2) years.

16

17 4. Council Approved Uses. The City Council may reduce or waive rates,

18 deposits or other costs for certain uses if, in the Council's sole discretion,

19 the use is a significant benefit to the Keizer community considering such

20 factors as the City's fixed and non-fixed costs, staff resources, wear and

21 tear on the facility, and other factors deemed appropriate by Council.

22

23 5 Additional Facility Charges. The City Manager is authorized to adopt and

24 impose surcharges for rental rates for additional facilities, including, but not

25 limited to stages, audio/visual equipment, computer equipment, kitchen

26 usage and additional labor expenses. The City Manager is authorized to

27 impose deposits, fees or additional charges as City Manager may deem

28 appropriate in their discretion.

29

30 6 Use Rates Subject to Facility Agreement. The use rates set forth herein are

31 subject to the provisions of the Facility Use Agreement as authorized by the

32 City Manager. The City Manager is authorized to amend the use rates if in

33 the City Manager's discretion such amended rates provide increased

34 transient occupancy taxes, other identifiable economic benefits to the

35 citizens of the City as a whole, or other identifiable fiscal benefits to the

36 City of Keizer administratively.

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

5 BE IT FURTHER RESOLVED that this Resolution shall take effect on January 1,
6 2024.

7 PASSED this 2nd day of January, 2024.

8
9 SIGNED this 2nd day of January, 2024.

10
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14
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Anthony Clark
Mayor

Dawn Wilson
Deputy City Recorder



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Tim Wood, Assistant City Manager
Subject: Peer Court Dedicated Fund Five Year Review

Proposed Motion

No Motion Required

I. Summary

At the April 5, 2021 regular meeting, the City Council adopted Resolution R2021-3161 - Creating a Dedicated fund in Memory of Cari Emery Coleman for the Benefit of Keizer Youth Peer Court. The intent of the dedicated fund is to collect donations in support of the Keizer Youth Peer Court.

The resolution creating the dedicated fund requires that the City Council review the dedicated fund and donation activities every five years.

In addition, the City Council has the right at any time to use the funds from the dedicated fund for any legal purpose if the Keizer Youth Peer Court no longer exists or if the donated funds are no longer needed because the Keizer Youth Peer Court is funded in another manner.

II. Background

- A. The Keizer Youth Peer Court dedicated fund was created April 5, 2021.
- B. The purpose of the fund is to collect donations in support of Keizer Youth Peer Court.
- C. The resolution creating the dedicated fund requires that the City Council review the dedicated fund and donation activities every five years.

III. Current Situation

- A. The Keizer Youth Peer Court has \$13,564 in resources available.
- B. It has been five years since the dedicated fund was created.

IV. Analysis

A. **Strategic Impact** - Not Applicable

B. **Financial** - The donation and interest history is as follows:

<u>Fiscal Year</u>	<u>Donations</u>	<u>Interest</u>	<u>Total</u>
2020-21	\$ 11,500	\$ 14	\$ 11,514
2021-22	200	58	258
2022-23	157	386	543
2023-24	-	627	627
2024-25		622	622
Total Dedicated Fund			<u><u>\$ 13,564</u></u>

C. **Timing** - City Council review of the dedicated fund and donation activities is required every five years.

D. **Policy/Legal** - The resolution creating the dedicated fund requires that the City Council review the dedicated fund and donation activities every five years.

V. Alternatives

A. City Council may modify the existing resolution making changes to the Keizer Youth Peer Court dedicated fund.

B. Take no action and the fund will continue to collect donations and interest.

VI. Recommendation

Staff recommends the City Council take no action.

Attachments

1. RES_CC_R2021-3161 - Crediting Dedicated Peer Court Fund

1
1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON
2

3 Resolution R2021- 3161
4

5 CREATING A DEDICATED FUND IN MEMORY OF CARI
6 EMERY COLEMAN FOR THE BENEFIT OF
7 KEIZER YOUTH PEER COURT
8

9 WHEREAS, Keizer Youth Peer Court is a diversion program for youth between
10 the ages of 12-17 years of age whom have been charged with a violation or
11 misdemeanor. Peer Court holds the youth accountable by building a cohesive
12 community-based program of prevention and intervention in which the youth are
13 educated on the laws and their community responsibility;

14 WHEREAS, Keizer Youth Peer Court has positively impacted thousands of
15 Keizer youth, their families and the community by using a restorative justice model
16 which imposes sanctions that meet the needs of the youth offenders, families, and the
17 community;

18 WHEREAS, approximately 80% of the participants referred to Keizer Youth
19 Peer Court successfully complete the process;

20 WHEREAS, friends and family of Cari Emery Coleman have requested that a
21 permanent dedicated fund in her name be created to collect donations for the benefit of
22 Keizer Youth Peer Court;

23 WHEREAS, the City Council acknowledges that continual support of the Keizer
24 Youth Peer Court would be in the best interests of the City;

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WHEREAS, the City Council desires to dedicate its support of the Keizer Youth Peer Court by creating a dedicated fund in the Memory of Cari Emery Coleman for the benefit of the Keizer Youth Peer Court;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Finance Director is to create a dedicated fund in Memory of Cari Emery Coleman for the benefit of the Keizer Youth Peer Court.

BE IT FURTHER RESOLVED that the Finance Director or designee is directed to set up a crowd based social media type fundraising account to allow friends, family, and the community the opportunity to donate funds to the dedicated fund to benefit Keizer Youth Peer Court.

BE IT FURTHER RESOLVED that the Finance Director or designee is directed to distribute the donation link through various websites/social media structures.

BE IT FURTHER RESOLVED that the Finance Director is authorized to publish/distribute/advertise information about the dedicated fund in any manner to let the community and others know about the donation opportunity.

BE IT FURTHER RESOLVED that all donations collected under this Resolution shall be deposited in the dedicated fund and invested so that proceeds from

1
44 the fund can be used for the purpose of the Keizer Youth Peer Court and not for any
45 other governmental functions of the City.

46
47 BE IT FURTHER RESOLVED that the funds from the donations related to this
48 dedicated fund shall be identified in the budget process and carried forward to the next
49 year's budget.

50 BE IT FURTHER RESOLVED that the City Council shall review the dedicated
51 fund and donation activities every five years.

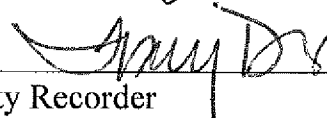
52 BE IT FURTHER RESOLVED that the City Council of the City of Keizer has
53 the right at any time to use the funds from the dedicated fund for any legal purpose if
54 the Keizer Youth Peer Court no longer exists or if the donated funds are no longer
55 needed because the Keizer Youth Peer Court is funded in another manner.

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

58 PASSED this 5th day of April, 2021.

59
60 SIGNED this 5th day of April, 2021.

61
62 
63 _____
64 Mayor

65 
66 _____
City Recorder



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Adam Brown, City Manager
Subject: Keizer Station Area C1 Property Sale

Proposed Motion

Open the public hearing, take testimony, and continue the public hearing to April 20, 2026.

I. Summary

City Council approved the Letter of Intent for property in Keizer Station Area C-1 on February 17, 2026, and the Purchase and Sale Agreement is the next implementing step. Staff noticed the public hearing believing that the purchase and sale agreement would be finalized. The purchase and sale agreement is not ready yet, but will likely be ready for the April 20, 2026 meeting.

II. Background

- A. On February 17, 2026, the City Council approved a Letter of Intent for the Keizer Station Area C-1 transaction.
- B. Prior to that meeting, staff advised Council that work on the Purchase and Sale Agreement had already begun and that the Letter of Intent was being presented for Council approval as an initial transaction step.
- C. The Letter of Intent was described on the record as a non-binding document reflecting the parties' intent to proceed in good faith, with the detailed Purchase and Sale Agreement to return to Council for later consideration.

III. Current Situation

- A. State law requires that a public hearing be held prior to the disposal of any real property. The Council is required to present the general terms and the value of the property and to receive public comment.
- B. The purchase and sale agreement is not ready and will come at a later date. The City is working on the sale agreement with the other adjacent property owner and a single buyer. Therefore, it is appropriate to continue the public hearing to the April

20, 2026 City Council meeting.

IV. Analysis

- A. **Strategic Impact** - The sale of the property supports the city's Economic and Community Development goal in the approved strategic plan. Specifically, it complies with the task to sell city-owned properties in Keizer to pay down PERS liability.
- B. **Financial** - The cost to advertise the public hearing in a newspaper of general circulation in the City is \$150. The purchase and sale agreement is being negotiated in accordance with the letter of intent.
- C. **Timing** - Conducting a public hearing is required in the sale of publicly owned property, but since the purchase and sale agreement is not ready for approval, continuing the public hearing to April 20, 2026 is appropriate.
- D. **Policy/Legal** - Oregon law generally requires a public hearing before a city sells real property, unless an alternative statutory process applies. The final agreement will be reviewed by the City Attorney for legal sufficiency prior to returning to council the recommended purchase and sale agreement. The value of the property, as well as the recommended purchase and sale agreement will be brought forward to Council prior to the closing of the public hearing as required by state statute.

V. Alternatives

- A. Open the public hearing, accept comments, and then continue the public hearing to April 20, 2026.
- B. Do not hold a public hearing. The public hearing will need to be re-advertised in the local newspaper.

VI. Recommendation

Staff recommends that Council open the public hearing, accept public comment, and continue the public hearing to April 20, 2026.

Attachments

- 1. Signed Letter of Intent - US Market - Keizer Petroleum_2 18 2026

January 28, 2026

City of Keizer
Keizer, Or 97303

US Market
1311 Lancaster DR NE,
Salem OR 97301

RE: Letter of Intent to Purchase approximately 3.8 acres of land located at 5620-5780 McLeod Ln NE, and 2115-2289 Chemawa Rd NE in Keizer OR

Dear City of Keizer,

This agreement (Letter of Intent) outlines general terms and conditions upon which US Market (the "Buyer") is prepared to enter negotiations with **City of Keizer, North Pacific Trust & SM3KZR LLC** (the "Sellers"). The terms set forth in this letter are not binding. The parties intend to work towards negotiating similar and additional terms in a "Purchase and Sale Agreement" to be signed by all parties.

General Offer Terms

Property: Approximately 3.58 acres of Land (See Exhibit 1) located at 5620-5780 McLeod Ln NE and 2115-2289 Chemawa Rd NE in Keizer OR

Purpose: Develop energy station & food related business uses allowed within the current zone code and master plan.

Offering Price: \$4,600,000

Deposit: \$250,000 Cash in escrow.

Conditions: To be completed by developer, at developer sole expense
❖ Due Diligence & Feasibility (120 calendar days)

Due Diligence Period: Buyer shall have 120 calendar days from a fully executed Purchase and Sale Agreement to confirm feasibility of the project, review entitlements, complete any reports/studies necessary to evaluate the opportunity and remove conditions to purchase.

Buyer agrees and understands that the City of Keizer's obligations and duties as a municipal government to follow, enforce, and adopt laws and ordinances are necessarily separate and apart from the relationship of the parties created herein, and that any good faith enforcement or adoption of laws or other acts the City of Keizer may take in its role as municipal government shall not be restricted by the fact that the City of Keizer enters into any purchase and sale agreement for real property.

Seller's Obligations: It shall be each respective Sellers' responsibility to deliver their respective Properties free of all liens of any kind and with all property and business taxes current at Closing. Buyer understands that a reimbursement district currently exists and will continue to exist for the Properties along with additional reimbursement costs for offsite transportation improvements and a water tower that become payable when permits are applied for.

ESTIMATED FEES:

Reimbursement fees for Area C1 of Keizer Station include the following:

A reimbursement for infrastructure improvements already made to area C from previous development totals \$497,017 which is due at the time of initial development.

Offsite Transportation Costs for Area C1 is \$62,459.58.
Water Tank in the estimated amount of \$14,168.62

Development fees such as SDCs are owed to the City of Salem and to the City of Keizer.

The current order and master plan requires that a signal be built at McCleod and Chemawa when a fixed number of trips is exceeded by a developer. If the issues revolving around the light are not settled to the satisfaction of all parties then a renegotiation would have to occur with all parties.

Sellers agree to indemnify Buyer from any existing environmental issues that may exist on their respective Properties at Closing. If any environmental issues are discovered in Buyer's Phase 1 report or asbestos survey, Buyer shall provide a copy of the report to the appropriate Seller for Seller's review. That Seller shall be responsible for any further testing and remediation that may be required.

Possession of the Properties shall be delivered to Buyer on the Closing Date in the same condition the Properties existed on the date that Buyer executes a Purchase and Sale Agreement and including any conditions to be performed under these Sellers' Obligations.

Sellers shall deliver the Property free and clear of all other tenancies and parties in possession and free of all hazardous substances.

Non-Binding Effect: This Letter of Intent, except where expressly provided herein, does not represent an offer by US Market to purchase lands from the City of Keizer, North Pacific Trust, and SM3KZR LLC or otherwise participate in any transaction. The Parties intend to enter into a legally binding obligation only pursuant to definitive agreements (a purchase and sale agreement) to be negotiated and executed between the Parties only after a public hearing as required by state law.

Authorization: Each party warrants and represents to the other parties that they have authority to sign this Letter of Intent on behalf of their respective entities.

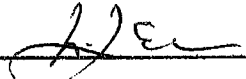
Representation: The City of Keizer is represented by City Attorney, Joseph Lindsay with respect to this Letter of Intent. This LOI shall not be construed as if it had been prepared by one of the parties, but rather as if all parties had prepared it.

Expiration: This Letter of Intent shall expire thirty (30) business days from approval by the Keizer City Council.

Sincerely,

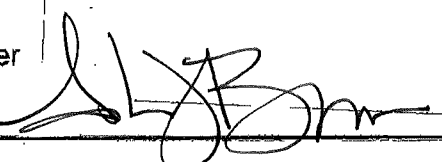
Acknowledged and accepted by:

Buyer:
Keizer Petroleum LLC

By: 

Date: 2/4/26

Seller:
City of Keizer

By: 

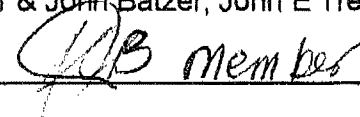
Date: 2/18/2026

SM3KZR LLC

By:  member

Date: 2-03-26

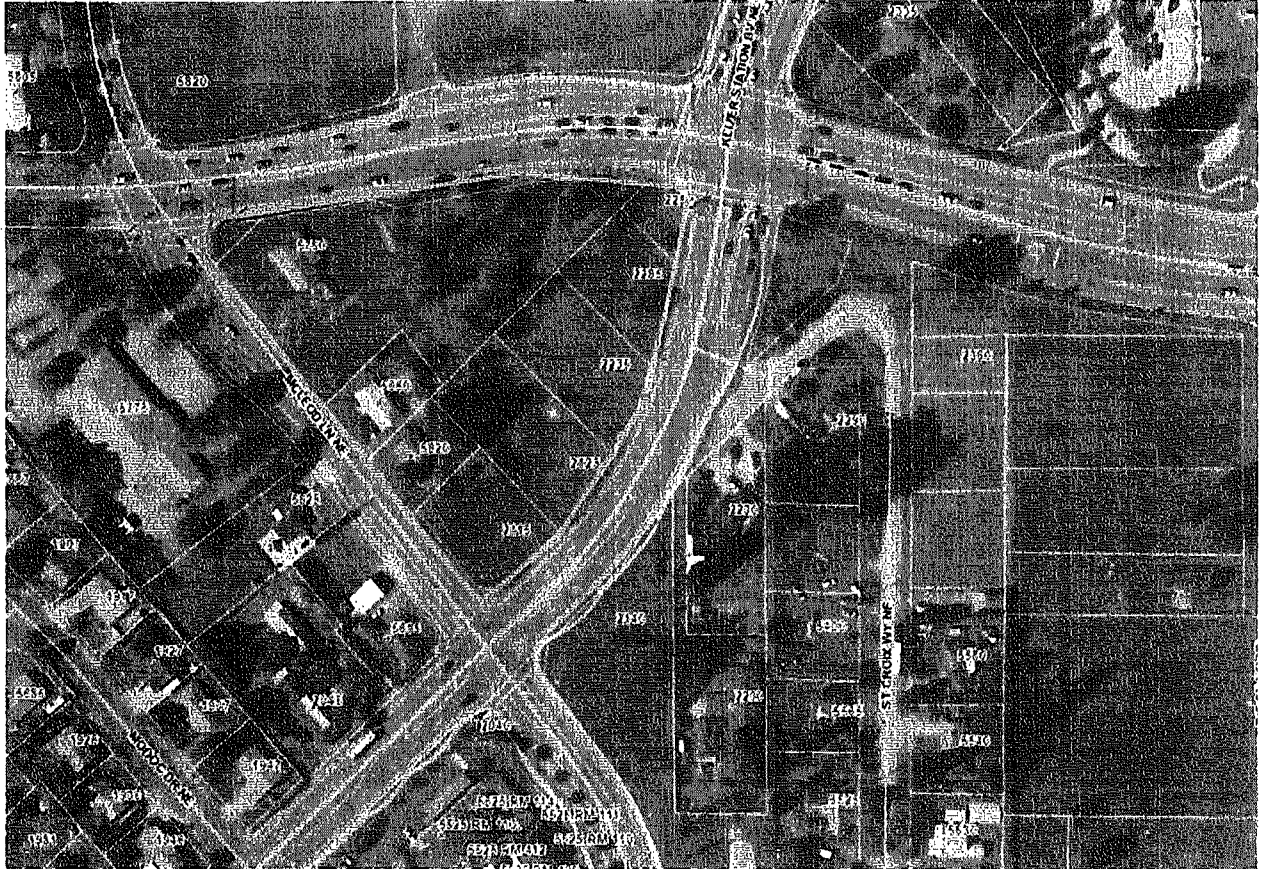
North Pacific Tr & John Batzer, John E Tre

By:  member

Date: 2-03-26

EXHIBIT 1
Subject Property

Eight Parcels totaling approximately 3.58 acres located at
5620-5780 McLeod Ln NE, and 2115-2289 Chemawa Rd NE in Keizer OR





To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Keare Blaylock, Public Works Director
Subject: River Road Traffic Signal Improvements

Proposed Motion

I move that the City Council adopt Resolution R2026-_____ Authorizing City Manager to Sign Agreement with Oregon Department of Transportation and City of Salem for Flashing yellow Arrows at Intersections Along River Road Project.

I. Summary

This project seeks to improve safety at intersections along River Road. The City applied for a grant under the All Roads Transportation Safety (ARTS) Program and received federal grant funding to modify the signal hardware at all ten signalized intersections on River Road N. Modifications include converting signals to flashing yellow arrows at Glynbrook St. N., Sam Orcutt Way NE., Sunset Ave. N, Manbrin Dr. NE, Cummings Ln. N, Dearborn Ave. NE, Chemawa Rd, Claggett St. NE, Lockhaven Dr, McNary Estates Dr. N.

II. Background

- A. Projects receiving federal funding must be managed and delivered by either ODOT or a Certified Local Agency. ODOT and Salem entered into a Local Agency Certification Program Agreement, which authorizes Salem (a Certified Local Agency) to deliver projects on behalf of a Non-Certified Agency. Keizer is not, nor will be, a Certified Local Agency therefore the project will be administered by ODOT and managed and delivered by Salem.
- B. The primary purpose of the project is to reduce fatal and serious injury crashes. As of September 2020, when the application was made, there were a total of 229 crashes at the ten identified signalized intersections on River Road N. Of these crashes, 3 were fatal, 9 had serious injuries, 29 had minor injuries, 94 had possible injuries, and 94 were property damage only. The predominant crash types were rear-end, angle, left-turn, and pedestrian-involved. Although not all intersections experienced pedestrian crashes, pedestrian activity across the City is high and pedestrian crash risk is similar at all locations. Installing the “no pedestrian” phase feature with flashing yellow arrows allows the pedestrian to cross the approach entirely before the flashing yellow arrow indication is displayed, thereby reducing

potential vehicle to pedestrian conflicts.

- C. These sites are selected from ODOT's list of priority corridors for intersection crashes. Based on ODOT's 2019 Safety Priority Index System (crashes from 2016-2018), the following intersections were identified:
1. River Rd / Sam Orcutt Way is a top 5% SPIS site.
 2. River Rd / Manbrin Dr is a top 10% site.
 3. River Rd / Cummings Ln is a top 10% site.
 4. River Rd / Dearborn Ave is a top 15% site.
 5. River Rd / Chemawa Rd is a top 5% site.
 6. River Rd / Lockhaven Dr is a top 10% site.

III. **Current Situation**

- A. The scope of work includes the following:
1. Change permissive green ball to permissive flashing yellow arrow at six signalized intersections on River Road N, including Glynbrook St N, Sam Orcutt Way NE, Sunset Ave N, Cummings Ln N, Claggett St NE, and McNary Estates Dr N.
 2. Replace doghouse signal heads with flashing yellow arrow signal heads at three signalized intersections on River Road N including Sam Orcutt Way NE, Manbrin Dr NE, and Dearborn Ave NE.
 3. Install "no pedestrian" phase features with flashing yellow arrows at three signalized intersections on River Road N including Sam Orcutt Way NE, Manbrin Dr NE, and Dearborn Ave NE.
- B. Improving signal visibility and conversion to flashing yellow arrows reduces the risk of turn-related crashes (proven to result in fewer "false positive" reactions compared to the green ball indication).

IV. **Analysis**

- A. **Strategic Impact** - This proposal supports the Council's short and long-term goals to relieve traffic congestion. The proposed upgrades would target the signalized intersection-related crashes and the turning-related crashes for both vehicles and pedestrians. They are expected to reduce crashes by at least 25%.
- B. **Financial** - The total project cost is estimated at \$1,531,688. Federal funding in the amount of \$1,455,103 was awarded to the project. As the Certified Local Agency, Salem will provide a 5% match equaling \$76,584.40. Keizer agrees to reimburse Salem for the match, any indirect costs up to 15%, and any costs not covered by state and federal funding. A funding reserve has been included in the proposed FY 2026-27 Budget.
- C. **Timing** - The project period has not been identified.
- D. **Policy/Legal** - The Council must authorize the City Manager to enter agreements that authorize funding and any agreement over \$50,000.

V. Alternatives

- A. Adopt the attached resolution.
- B. Take No Action – The project may be delayed and/or the grant funds may be withdrawn.

VI. Recommendation

Staff recommends that the City Council adopt the attached resolution.

Attachments

- 1. RES_CC_Agreement for Flashing Yellow Signals Along River Road_3 16 2026
- 2. EXH_CC_Agreement for Flashing Yellow Signals Along River Road_3 16 2026

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2026-_____
4

5 AUTHORIZING CITY MANAGER TO SIGN AGREEMENT WITH
6 OREGON DEPARTMENT OF TRANSPORTATION AND CITY OF
7 SALEM FOR FLASHING YELLOW ARROWS AT INTERSECTIONS
8 ALONG RIVER ROAD PROJECT
9

10 WHEREAS, the City of Keizer has applied for a grant for assistance with the
11 River Road Signal Improvements along River Road;

12 WHEREAS, the City has been awarded the grant;

13 WHEREAS, the State of Oregon, acting by and through its Department of
14 Transportation, the City of Salem, and the City are authorized to enter into agreements
15 under Oregon Revised Statutes Chapter 190;

16 WHEREAS, the State, the City of Salem, and the City wish to enter into the
17 attached Agreement;

18 NOW, THEREFORE,

19 BE IT RESOLVED by the City Council of the City of Keizer that the City
20 Manager is authorized to sign the attached Agreement for the flashing yellow arrows
21 at intersections along River Road project.

22 BE IT FURTHER RESOLVED that the City Manager is directed and
23 authorized to take all action necessary and appropriate in connection with such
24 Agreement.
25

1 BE IT FURTHER RESOLVED that the matching funds shall be paid out of the
2 Street Fund.

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

5 PASSED this _____ day of _____, 2026.

6
7 SIGNED this _____ day of _____, 2026.

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Mayor

City Recorder

Oregon Department of Transportation
LOCAL AGENCY CERTIFICATION PROGRAM
Supplemental Project Authorization No. 73000-00029503:5
Certified Agency Performing on Behalf of a Non-Certified Agency (COBO)

This Supplemental Project Authorization is a cooperative agreement made and entered into by and between the **Oregon Department of Transportation** ("State" or "ODOT"), the **City of Salem** ("Certified Agency") acting by and through its elected officials, and the **City of Keizer** ("Non-Certified Agency") acting by and through its elected officials, all herein referred to individually as "Party" and collectively as "Parties."

RECITALS:

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. ODOT and Certified Agency entered into Local Agency Certification Program Agreement No. 73000-00029503, executed on May 21, 2024 ("Program Agreement"), which is hereby incorporated by reference. The Program Agreement authorizes Certified Agency to administer federal-aid projects and allows Certified Agency to deliver a federal-aid project on behalf of a non-certified agency, subject to ODOT approval. This arrangement is known as "certified on behalf of" or "COBO" project delivery. (See Paragraph V.2.c of the Program Agreement.)
3. Non-Certified Agency desires Certified Agency to deliver a COBO project on its behalf, and Certified Agency is willing to do so. The Parties enter into this Agreement to authorize Certified Agency to deliver the project described the Project Details Table in Section A below ("Project") on behalf of Non-Certified Agency as agreed to herein.
4. Non-Certified Agency recognizes the Program Agreement is between ODOT and Certified Agency only and confers no obligations, benefits, or rights to Non-Certified Agency except as expressly provided herein. This Supplemental Project Authorization includes Non-Certified Agency as an additional Party. Accordingly, this Supplemental Project Authorization includes special provisions to address the obligations and cost responsibilities of each Party for this COBO Project.
5. For purposes of this COBO Project, ODOT considers Certified Agency to be a subrecipient of federal funds and to be eligible for reimbursement as the delivering agency. ODOT does not consider Non-Certified Agency to be a subrecipient or a contractor for purposes of federal funds and is not eligible for federal reimbursement for this Project.

A. PROJECT DETAILS TABLE

SPA NUMBER	#5
Project Key Number:	22688

Project Name:	River Road N.: Glynbrook Street to McNary Estates Drive (Keizer)
Project Description:	Modify the signal hardware at all ten signalized intersections on River Road N. Modifications include converting to flashing yellow arrow at Glynbrook St. N, Sam Orcutt Way NE.,Sunset Ave. N., Cummings Ln. N, Claggett St NE, and McNary Estates Dr. N., Manbrin Dr. NE and Dearborn Ave NE to aid in reducing congestion and improving air quality.
Funding Award Program:	Funds have been awarded under the All Roads Transportation Safety (ARTS) Program and will be applied in accordance with Paragraph V.3.f of the Program Agreement.
Project End Date:	Certified Agency must complete the Project by: 10/31/2035.
Project Location and Jurisdiction:	Glynbrook Street, Sam Orcutt Way, Sunset Avenue, Manbrin Drive, Cummings Lane, Dearborn Avenue, Chemawa Road, Claggett Street, Lockhaven Dr, and McNary Estates Drive are a part of Non-Certified Agency's street system under the jurisdiction and control of Non-Certified Agency.
FUNDING DETAILS	
Certified Agency's Unique Entity Identifier:	D8X6WH1D6N65
Certified Agency to report executive compensation information per Federal Transparency Act (see Exhibit B):	No
Award is for Research and Development (R&D) as defined in 2 CFR 200.1:	No
Certified Agency Indirect Cost Rate(s): (de minimis)	15%
Pro-rated Federal Share Percentage:	95%
Certified Agency Required Match Percentage:	5%
Funding note: To be reimbursed by Non-Certified Agency per paragraph B.4.a below.	
Federal Funds:	\$1,455,103.60
State Funds:	\$0
Certified Agency Funds:	\$0
Other Funds: Non-Certified Agency Funds:	\$76,584.40
Approved In-kind Contribution by Non-Certified Agency:	\$0
Total Project Cost	\$1,531,688.00
INFORMATIONAL DETAILS	
ODOT's preliminary estimated costs for oversight and other ODOT services for Project phases covered by this Supplemental Project Authorization, applied in accordance with Section B, Paragraph 3 below:	\$10,000.00
APPLICABLE PROVISIONS	
Standard Provisions:	
The following exhibits to the Program Agreement apply to this Project if marked "Yes" below ("No" indicates the exhibit does not apply to this Project).	
Yes/No	Exhibit # Description
Yes	Exhibit B: Standard Provisions: Federal Transparency Act Subaward Reporting
Yes	Exhibit C: Standard Provisions: Contract Insurance

Yes	Exhibit D:	Standard Provisions: Americans with Disabilities Act Compliance
No	Exhibit E:	Standard Provisions: Local Bridge Projects
No	Exhibit F:	Standard Provisions: Right of Way Services
Special Provisions: The following attachment(s) and Project-specific modification to the Program Agreement apply to this Project if marked “Yes” below (“N.A.” indicates “not applicable”).		
Yes/N.A.	Attachment #	Description
Yes	Attachment 1:	Project Vicinity Map
Yes	Attachment 2:	Revised Exhibit F: Special Provisions: Right of Way Services (COBO)].
N/A	Attachment 3:	N.A.
Yes	See Section B, Paragraphs 4, 5, and 8 for other Project-specific modifications to the Program Agreement that apply to this Project.	

B. SUPPLEMENTAL PROJECT AUTHORIZATION TERMS

1. **Applicable Provisions:** Except as otherwise modified by the terms of this Supplemental Project Authorization, the Project is subject to the terms and conditions of the Program Agreement and the Standard Provisions and Special Provisions specified in the Project Details Table above, which are incorporated into this Supplemental Project Authorization by reference as though fully set forth herein. The Parties further agree that the Program Agreement is between ODOT and Certified Agency only and confers no obligations, benefits, or rights to Non-Certified Agency except as expressly provided in this Supplemental Project Authorization.
2. **Scope:** The Project scope includes preliminary engineering, and construction phases programmed in the STIP for the modification of signal hardware at ten signalized intersections, located on River Road North, as described in the Project Details Table A above and shown on Attachment 1 –Project Vicinity Map.
3. **ODOT Costs:** The Parties agree that ODOT will perform risk-based Project oversight in accordance with the Program Agreement. A preliminary estimate for the cost of ODOT’s work is shown above in the Project Details Table under Informational Details. The Parties agree that ODOT services to be performed in excess of this preliminary estimate shall be addressed as provided in Paragraph V.3 Subsection g. of the Program Agreement. Certified Agency and Non-Certified Agency understand that ODOT’s costs are estimates only and Certified Agency and Non-Certified Agency agree to pay ODOT’s actual costs incurred per the Terms of this Supplemental Project Authorization. On a quarterly basis, ODOT will provide Certified Agency a statement of costs expended by ODOT.
4. **Funding:** A combination of federal, state, and local funds may be expended on the Project as detailed in the Project Details Table above, subject to the limitations and obligations set forth in the Program Agreement and this Supplemental Project Authorization. Federal and State funds for a project shall be limited to the amount shown in the Funding Details section of the Project Details Table above.
 - a. Certified Agency guarantees the availability of Certified Agency funding in an amount required to fully fund Certified Agency’s share of the Total Project Costs, as shown in the Project Details

Table, and in accordance with the Funding provisions in Paragraph V.3 of the Program Agreement, as modified by the following supplemental Project-specific Special Provisions:

- i. Non-Certified Agency shall fully reimburse Certified Agency for the match, any non-participating costs, and any costs not covered by state and federal funding that Certified Agency expends on behalf of the Project. To the extent allowed by law, failure of Non-Certified Agency to make such payments to Certified Agency may result in ODOT withholding Non-Certified Agency's proportional allocation of State Highway Trust Funds, refraining from awarding to Non-Certified Agency further federal or state funds that are in ODOT's discretion to award, and/or declining to enter into future project agreements with Non-Certified Agency until such costs are paid.
 - ii. Non-Certified Agency guarantees the availability of Non-Certified Agency funding in an amount required to fully reimburse Certified Agency for funds that Certified Agency expends on behalf of the Project consistent with this Agreement.
 - b. Certified Agency and Non-Certified Agency understand and agree that federal funding for this Project is contingent upon FHWA's approval of each funding request. Any work performed outside the period of performance approved by FHWA or outside the Project Scope will be considered non-participating and paid for at Certified Agency and Non-Certified Agency expense.
 - c. ODOT will submit requests for federal funding authorizations to FHWA by Project phase. The ODOT Project Contact or designee will provide Certified Agency with a written notice to proceed for each Project phase when FHWA approval has been secured and funds are available for expenditure on the Project.
 - d. With the notice to proceed, ODOT will provide Certified Agency with a copy of the USDOT FHWA Federal Aid Project Agreement between ODOT and FHWA for this Project, which contains the information required of pass-through entities by 2 CFR 200.332(b)(1).
5. Invoicing: Certified Agency shall submit invoices for Project progress billings in accordance with the invoicing provisions in Paragraph V.5 of the Program Agreement, modified by the following, supplemental Project-specific Special Provisions:
- a. Certified Agency shall invoice Non-Certified Agency for the federal match share, any non-participating costs, and all costs expended for the Project not reimbursed by ODOT. Upon receipt of Certified Agency invoice(s), Non-Certified Agency shall reimburse Certified Agency for the federal match share, any non-participating costs, and all costs expended for the Project not reimbursed by ODOT within 60 calendar days.
 - b. Certified Agency and Non-Certified Agency agree that any disputes arising on this Project regarding Certified Agency's invoices or Non-Certified Agency's payment of invoices identified in the preceding paragraph are to be resolved between Certified Agency and Non-Certified Agency only, except that ODOT may take action as provided in Paragraph 4.a.i above.
6. Period of Performance:
- a. **Begin and End Dates**: The Project period of performance begins when both the initial FHWA Project authorization has been received by ODOT and a notice to proceed for the first phase of

the Project has been issued to Certified Agency by the ODOT Project Contact. The Project period of performance ends on the Project End Date shown in the Project Details Table. All Project work must be completed within the period of performance.

- b. **Project End Date Changes:** The Project End Date may be changed upon written approval by the ODOT Project Contact, which shall be incorporated by reference into this Supplemental Project Authorization. To extend the Project End Date, Certified Agency shall submit a written request to the ODOT Project Contact as soon as Certified Agency becomes aware that a schedule change is necessary, but no less than sixty (60) calendar days prior to the authorized Project End Date. The ODOT Project Contact will coordinate with ODOT Program and Funding Services to seek authorization from FHWA prior to approving the extension request. FHWA authorization for extensions is not guaranteed. Any work performed outside the period of performance authorized by FHWA will be nonparticipating and paid for at Certified Agency and Non-Certified Agency expense.

7. **Project Useful Life:** The useful life of the Project is 20 years.

8. **Project-Specific Modifications:** For purposes of this Project only, the Parties agree to the following modifications to the terms of the Program Agreement, which are supplemental to the Program Agreement unless otherwise stated:

- a. **Exhibit D – Americans with Disabilities Act Compliance:** Exhibit D of the Program Agreement is modified by replacing Paragraphs 7 and 8 in Section A of Exhibit D with the following Project-specific Special Provisions:

7. On-going Maintenance Obligation

Certified Agency and Non-Certified Agency shall each ensure that any portions of the Project under their own maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Certified Agency and Non-Certified Agency each ensuring that:

- a. Pedestrian access is maintained as required by the ADA,
- b. Any complaints received by Certified Agency or Non-Certified Agency identifying safety or access issues regarding a sidewalk, curb ramp, pedestrian-activated signal, shared use path, transit stop, park-and-ride, on-street parking, or any other feature that might need to be accessible are promptly evaluated and addressed,
- c. Certified Agency, Non-Certified Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
- d. Any future alteration work on the Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
- e. Applicable permitting and regulatory actions are consistent with ADA requirements.

8. Survival

The maintenance obligations applicable to Certified Agency and Non-Certified Agency in Exhibit D, Section A, Paragraph 7 as modified by this Supplemental Project Authorization shall survive termination or expiration of this Supplemental Project Authorization.

- b. **Exhibit F - Right of Way Services Requirements:** Exhibit F of the Program Agreement is replaced by Attachment 2, Revised Exhibit F: Specific Special Provisions: Right of Way Services (COBO version), attached hereto and incorporated herein.
- c. **Non-Certified Agency Authority to Enter Right of Way:** Non-Certified Agency grants ODOT and Certified Agency the authority to enter onto Non-Certified Agency's right of way as needed to complete this Project. Certified Agency grants Non-Certified Agency the authority to enter onto Certified Agency's right of way as needed to complete this Project.
- d. **Non-Certified Agency as Third Party Beneficiary:** For this Supplemental Project Authorization only, Non-Certified Agency is a named Third Party Beneficiary to the Program Agreement with the express right to enforce provisions within the Program Agreement only to the extent necessary to protect Non-Certified Agency's rights and obligations with respect to this Project.
- e. **Non-Certified Agency an Independent Entity:** Non-Certified Agency shall perform under this Supplemental Project Authorization as an independent entity and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform any work to fulfill Non-Certified Agency's obligations under this Supplemental Project Authorization including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
- f. **Certified Agency Contracts on Behalf of Non-Certified Agency:** For contracts Certified Agency enters into for the performance of work under this Supplemental Project Authorization, in addition to the requirements of Paragraph VII.8.a. of the Program Agreement, Certified Agency shall:
 - i. Include Non-Certified Agency and its council as intended third-party beneficiaries in the terms of Certified Agency's contract on any project, with express independent authority to enforce the terms and conditions of the contract;
 - ii. Require its construction contractor(s) to name the Non-Certified Agency as an additional or dual obligee on the construction contractor's performance bond and payment bond;
 - iii. Require its contractor(s) to comply with the indemnification requirements in Paragraph VII.9 of the Program Agreement and name Non-Certified Agency and its council as indemnitees;
 - iv. Require its contractor(s) to comply with the insurance requirements in Paragraph VII.10 of the Program Agreement;
 - v. Require its contractor(s) to endorse Non-Certified Agency and its council as additional insureds on the required liability insurance coverages, except Professional Liability, Workers' Compensation or Employer's Liability, if included;

- vi. Provide Non-Certified Agency with a copy of each signed contract, as well as any other purchasing or contracting documentation and contractor certificates of insurance, upon Non-Certified Agency's request at any time; and
- vii. Report to Non-Certified Agency any material breach of a term or condition of a Contract within ten (10) business days of Certified Agency discovering the breach.
- g. Contribution: Subsections i, ii, and iii of Paragraph VII.5.b of the Program Agreement are replaced by the following Project-specific Special Provisions:
 - i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a Party with respect to which any other Party may have liability, the notified Party must promptly notify the other Parties in writing of the Third Party Claim and deliver to the other Parties a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 - ii. With respect to a Third Party Claim for which State is jointly liable with any other Party or Parties (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the other Party or Parties in such proportion as is appropriate to reflect the relative fault of State on the one hand and of the other Party or Parties on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of the other Party or Parties on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
 - iii. With respect to a Third Party Claim for which any other Party or Parties are jointly liable with State (or would be if joined in the Third Party Claim), the other Party or Parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of the other Party or Parties on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the other Party or Parties shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each other Party's contribution

amount(s) in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- h. **Workers' Compensation and Employer's Liability:** Paragraph VII.11 of the Program Agreement is replaced by the following Project-specific Special Provision:

All employers, including Certified Agency and Non-Certified Agency, that employ subject workers who work under this Supplemental Project Authorization in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation Insurance coverage unless such employers are exempt under ORS 656.126. Employer's Liability insurance with coverage limits of not less than \$500,000 each accident must be included. Certified Agency and Non-Certified Agency shall ensure that each of its contractors complies with these requirements.

- i. **Term:** The term of this Supplemental Project Authorization is as specified in Paragraph VII.12.b of the Program Agreement.
- j. **Termination:** For purposes of this Supplemental Project Authorization Subsections b through h of Paragraph VII.13 of the Program Agreement are replaced by the following Project-specific Special Provisions; however, for purposes of the Program Agreement, Subsections a through h of the Program Agreement continue to apply between ODOT and Certified Agency as written in the Program Agreement:
- b. This Supplemental Project Authorization may be terminated by mutual written consent of all Parties.
 - c. ODOT may terminate this Supplemental Project Authorization effective upon delivery of written notice to Certified Agency and Non-Certified Agency, or at such later date as may be established by ODOT, under any of the following conditions:
 - i. If Certified Agency or Non-Certified Agency fails to perform the work called for by this Supplemental Project Authorization within the time specified herein or any extension thereof.
 - ii. If Certified Agency or Non-Certified Agency fails to perform any of the other provisions of this Supplemental Project Authorization, or so fails to pursue the work as to endanger performance of this Supplemental Project Authorization in accordance with its terms, and after receipt of written notice from ODOT fails to correct such failures within thirty (30) calendar days or such longer period as ODOT may authorize in the notice provided.
 - iii. If Certified Agency or Non-Certified Agency fails to provide payment of its share of the cost of the Project.
 - d. Certified Agency or Non-Certified Agency may terminate this Supplemental Project Authorization if ODOT fails to perform its obligations under any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from Certified Agency fails to correct such failures within thirty (30) calendar days or such longer period as Certified Agency or Non-Certified Agency may authorize in the notice provided.

- e. A Party may terminate this Supplemental Project Authorization effective upon delivery of written notice to the other Parties, or at such later date as may be established by the terminating Party, under any of the following conditions:
 - i. If the terminating Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow the terminating Party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Supplemental Project Authorization.
 - ii. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Supplemental Project Authorization is prohibited or if the terminating Party is prohibited from paying for such work from the planned funding source.
 - iii. As otherwise expressly provided in the Program Agreement.
- f. Any expiration or termination of this Supplemental Project Authorization shall not extinguish or prejudice any rights or obligations accrued to the Parties prior to termination.
- g. Upon termination, the Parties shall do the following:
 - i. Immediately cease all activities under this Supplemental Project Authorization, unless expressly agreed otherwise;
 - ii. Deliver to the other Parties all project plans, documents, information, works-in-progress, work product, and other property that are or would be deliverables under this Supplemental Project Authorization; and
 - iii. Provide the other Parties with a detailed summary of all expended costs.
- h. If Certified Agency is in default of this Agreement, upon ODOT's or Non-Certified Agency's request, Certified Agency shall surrender all project plans, documents, research, objects, or other tangible things reasonably needed to complete the work that would have been performed by Certified Agency under this Supplemental Project Authorization. Said project plans, documents, research, objects, or other tangible things do not include any third-party software licenses.
- k. **Merger; Waiver; Severability:** For purposes of this Supplemental Project Authorization, Subsections c, d, and e of Paragraph VII.14 of the Program Agreement are replaced with the following Project-specific Special Provisions; however, for purposes of the Program Agreement, Subsections c, d, and e of the Program Agreement continue to apply between ODOT and Certified Agency as written in the Program Agreement:
 - c. This Supplemental Project Authorization and the Program Agreement, as amended, including all attached exhibits and attachments, constitutes the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Supplemental Project Authorization and any attachments will control over the Project application and documents provided by Certified Agency or Non-Certified Agency to ODOT. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Supplemental Project Authorization.

- d. No waiver, consent, modification or change of terms of this Supplemental Project Authorization shall bind a Party unless in writing and signed by all Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to enforce any provision of this Supplemental Project Authorization shall not constitute a waiver by that Party of that or any other provision.
- e. If any term or provision of this Supplemental Project Authorization is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Supplemental Project Authorization did not contain the particular term or provision held to be invalid.

C. PROJECT CONTACTS, SIGNATURE AUTHORITIES, COUNTERPARTS, ACKNOWLEDGEMENT

- 1. Each Party's Project Contact is shown on the signature page of this Supplemental Project Authorization. Each Party agrees to notify the other Party in writing of any contact information changes during the term of this Supplemental Project Authorization.
- 2. Each Party certifies and represents that the individuals signing this Supplemental Project Authorization have been authorized to enter into and execute this Supplemental Project Authorization on behalf of the Party under the direction or approval of its governing body, commission, board, officers, members, or representatives, and to legally bind the Party.
- 3. This Supplemental Project Authorization may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Supplemental Project Authorization so executed shall constitute an original. The Parties may use Electronic Signatures in accordance with Paragraph VII.15. of the Program Agreement.
- 4. This Project is in the 2024-2027 Statewide Transportation Improvement Program, (Key No. 22688) that was approved by the Oregon Transportation Commission on July 13, 2023 (or subsequently approved by amendment to the STIP).
- 5. Certified Agency and Non-Certified Agency Acknowledgement:

Certified Agency's and Non-Certified Agency's signing representatives certify that by signing this Supplemental Project Authorization, they have read the Program Agreement, including the exhibits that apply to this Supplemental Project Authorization as shown in the Project Details Table in Section A above.

Signature Page to Follow

THE PARTIES, by execution of this Supplemental Project Authorization, hereby acknowledge that their signing representatives have read this Supplemental Project Authorization, understand it, and agree to be bound by its terms and conditions.

Certified Agency:

CITY OF SALEM, acting by and through its
elected officials

By _____

Title _____

Date _____

LEGAL REVIEW APPROVAL

(If required by Certified Agency's process)

By _____

Certified Agency Legal Counsel

Date _____

Non-Certified Agency:

CITY OF KEIZER, acting by and through its
elected officials

By _____

Title _____

Date _____

LEGAL REVIEW APPROVAL

(If required by Non-Certified Agency's process)

By _____

Non-Certified Agency Legal Counsel

Date _____

Certified Agency Project Contact:

Brian Banta, P.E.

Engineering Program Manager

City of Salem

1457 23rd Street SE

Salem, Oregon 97302

503.588.6211

bbanta@cityofsalem.net

STATE OF OREGON, acting by and through its
Department of Transportation

By _____

Region 2 Manager

Date _____

APPROVAL RECOMMENDED

By _____

State Right of Way Manager

Date _____

By _____

Region 2 Right of Way Manager

Date _____

By _____

Certification Program Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

Assistant Attorney General

Date _____

Non-Certified Agency Project Contact:

Keare Blaylock, Public Works Director

City of Keizer

PO Box 21000

Keizer, Oregon 97307

503.390.3700

blaylockk@keizer.org

ODOT Project Contact:

Valerie Greenway, Sr. Transportation Project

Manager, ODOT, Region 2, Area 3

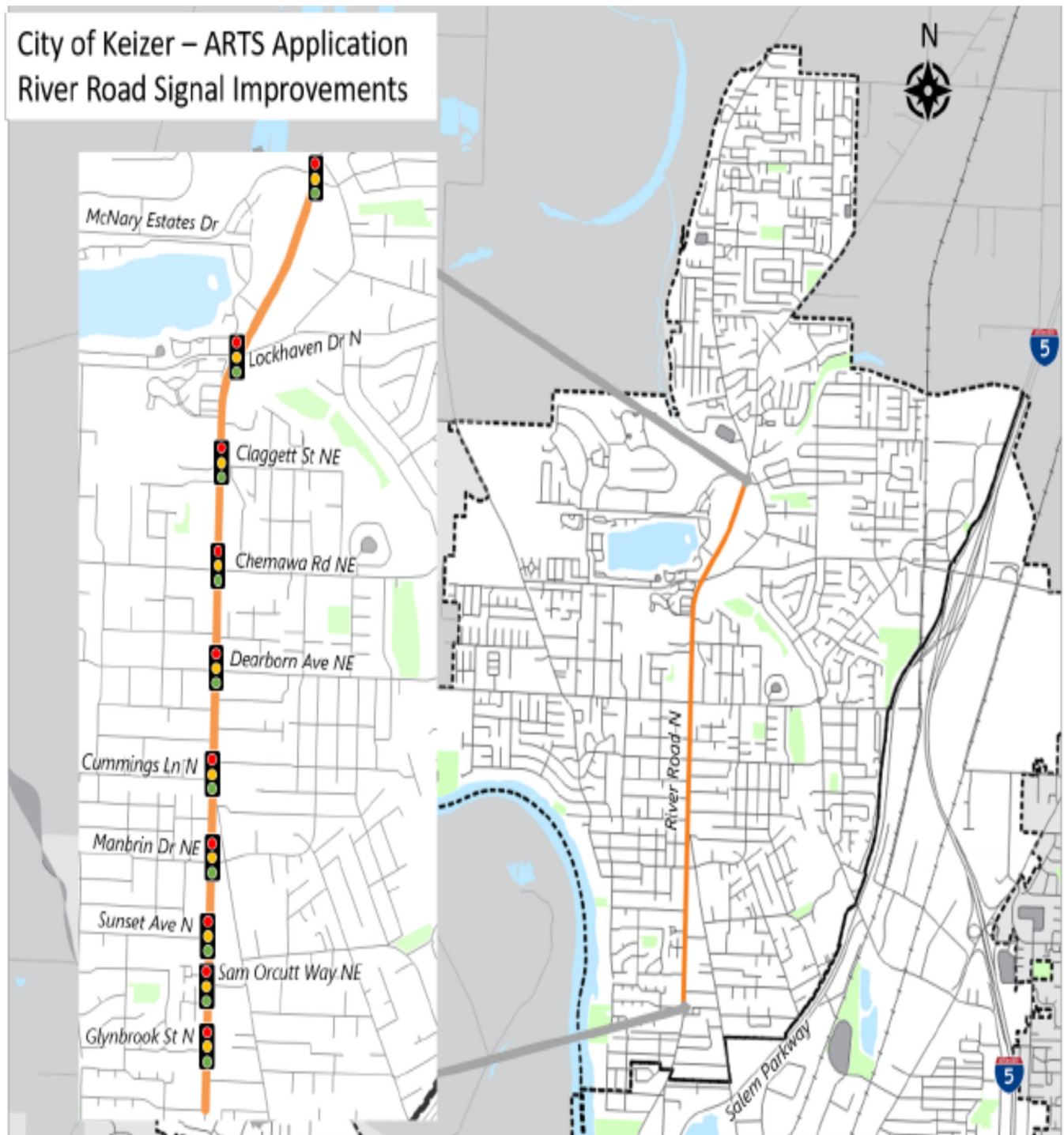
455 Airport Road SE, Building B

Salem, Oregon 97301

971.304.5021

valerie.greenway@odot.oregon.gov

Attachment 1
Project Vicinity Map



Attachment 2

Revised Exhibit F: Special Provisions: Right of Way Services (COBO)

This Attachment 2, Revised Exhibit F: Special Provisions: Right of Way Services (COBO) (hereafter “Exhibit F”), applies only to the Supplemental Project Authorization to which it is attached. Certified Agency and Non-Certified Agency agree to comply with the provisions listed in this Exhibit F. References to “project” in this Exhibit F refer to the Project identified in the Project Details Table.

A. RIGHT OF WAY SERVICES

1. The Parties agree to the performance of the Right of Way Services (“Services”) as specified in this Supplemental Project Authorization.
2. The Parties agree to strictly follow the rules, policies, and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), 42 USC Chapter 61, as amended and implemented through Title 49 CFR 24, ORS Chapter 35, 23 USC Chapter 1 as implemented through Title 23 CFR 710 relating to acquisition of real property for federal-aid highway projects, and the ODOT Right of Way Manual, located at <https://www.oregon.gov/ODOT/ROW/Documents/ROW-Manual.pdf> and incorporated herein by this reference. Each Party shall require its contractors and subcontractors, if any, to comply with these provisions.
3. The Parties agree that Services performed on the project shall be provided in accordance with an approved project-specific “Staffing Plan” as described in Paragraph A.7.
4. **Funding:**
 - a. Certified Agency shall prepare a programming cost estimate for the right of way phase and submit it to ODOT for approval.
 - b. Certified Agency shall request federal right of way funding authorization through the ODOT Project Contact and must receive from ODOT a written authorization to proceed prior to beginning Services.
 - c. Certified Agency and Non-Certified Agency shall pay the local share of the actual cost of ODOT’s oversight and other agreed to Services in accordance with the funding provisions in Paragraph V.3. of the Program Agreement as modified by Paragraph B.4.a of this Supplemental Project Authorization.
5. **ODOT Roles and Responsibilities:** ODOT, at project expense, will:
 - a. Provide oversight of the Services performed for the project.
 - b. Request the obligation of project funding from FHWA based on the approved programming cost estimate identified in Paragraph 4.a.
 - c. Coordinate co-certification of the right of way.
 - d. Prepare cost estimates for such oversight, obligation, and coordination work following the process specified in the Program Agreement Paragraph V.3.

- e. Perform any Services assigned to ODOT in this Supplemental Project Authorization.
6. Certified Agency use of Qualified Individuals to Perform Services:
- a. In performing Services under this Program Agreement, Certified Agency shall utilize “Qualified Individuals” from Certified Agency’s staff, another local public agency’s staff, or consultant’s staff who meet the qualifications described in Chapter 10 - Local Public Agency Program Oversight of the ODOT Right of Way Manual and as approved by the ODOT Right of Way Section. Certified Agency may also request ODOT staff to perform Services under the Program Agreement, as further described in this Supplemental Project Authorization. (See “Staffing Plan” requirements in Paragraph A.7.)
 - b. Certified Agency may perform needed appraisal Services by utilizing appraiser services procured by Certified Agency from ODOT’s Qualified Appraiser List, located online at: https://www.oregon.gov/ODOT/ROW/Documents/Appraisal_Qualified-Consultant-List.pdf.
 - c. Certified Agency may perform other right of way related Services as needed by utilizing right of way consultants that meet the requirements of Paragraph 6 a. above.
 - d. Certified Agency shall procure any consultant services according to Program Agreement Paragraph V.10.a.
7. Staffing Plan: Prior to performing Services described in Section B below, Certified Agency shall prepare a project-specific Staffing Plan and submit it to ODOT for review and approval by the ODOT Right of Way Section. The Staffing Plan must detail the Services to be performed by Qualified Individuals. Certified Agency shall submit Staffing Plan updates to ODOT for approval as needed throughout the project to ensure all project Services are performed by Qualified Individuals.
8. ODOT Performing Services as a Consultant: The Parties agree this Paragraph 8 applies only when ODOT will perform Services for Certified Agency as a consultant on a project. Under such circumstances, the Parties agree:
- a. Certified Agency is responsible for delivering the project under the authority of the Certification Program Agreement and this Supplemental Project Authorization; and ODOT will perform Services as a consultant for Certified Agency.
 - b. The Certification Program Agreement and Supplemental Project Authorization for the project are sufficient for Certified Agency to contract ODOT to perform Services. The Parties need not enter into a separate agreement for performance of Services.
 - c. Any consultant Services to be performed by ODOT will be detailed in this Supplemental Project Authorization as a special provision in e. below.
 - d. In accordance with the funding provisions in Paragraph V.3. subsection g. of the Program Agreement, ODOT will provide estimates for the costs of its consultant Services, which are a subset of the Total Project Costs identified in this Supplemental Project Authorization. Services performed by ODOT as a consultant shall be invoiced and reimbursed at actual cost to the project according to Paragraph V.3., subsections g. and h. of the Program Agreement.
 - e. ODOT services: Not applicable.

9. Previously Donated or Acquired Property: Property previously donated to or acquired by Certified Agency or Non-Certified Agency prior to right of way funding authorization may be incorporated into the Project's right of way only after review and approval by ODOT and FHWA. Certified Agency shall submit such requests in writing on a form to be provided by the ODOT Program and Funding Services Manager, who will coordinate ODOT's and FHWA's approval.
10. Disposition of Real Property: Certified Agency and Non-Certified Agency agree that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall comply with 2 CFR 200.311 and 23 CFR 710. The disposition of such property shall be subject to ODOT and FHWA approval, and reimbursement to ODOT and FHWA of the required proportionate shares of the fair market value may be required.
11. Title VI Assurances: Certified Agency and Non-Certified Agency agree to comply with the applicable nondiscrimination assurances required by Title VI of the Civil Rights Act of 1964, 42 USC 2000d *et seq.*, 49 CFR Part 21, and 28 CFR 50.3, as amended, for all real property acquired with federal-aid participation. See US Department of Transportation guidance document number DOT 1050.2A for additional information related to applicable assurances.
12. Monumentation: Certified Agency shall ensure that all project right of way monumentation is conducted in conformance with ORS 209.155.

B. CERTIFIED AGENCY AND NON-CERTIFIED AGENCY ROLES AND RESPONSIBILITIES

1. Preliminary Phase: Certified Agency is responsible for the performance of Services set out in this Section B.1 during the preliminary right of way phase of the project identified in this Supplemental Project Authorization, and as identified below. Costs incurred for Services listed under this Section B.1 shall be charged as preliminary engineering expenditures. Certified Agency agrees to confer with Non-Certified Agency in the performance of Services, and Non-Certified Agency agrees to cooperate with Certified Agency and to complete any responsibilities assigned to Non-Certified Agency below.
 - a. Preliminary Phase Services: Certified Agency shall provide the following preliminary phase Services:
 - i. Prepare preliminary cost estimates.
 - ii. Make preliminary contacts with property owners.
 - iii. Gather and prepare data for environmental documents.
 - iv. Develop access and approach road list.
 - v. Prepare field location and project data as defined in this Supplemental Project Authorization.
 - b. Title: Certified Agency shall provide the following title Services on the project as follows:
 - i. Prepare preliminary title reports, if ODOT determines they are needed, before negotiations for acquisition commence.
 - ii. Specify the degree of rights to be acquired (e.g., fee, easement), which must be determined in accordance with the current ODOT Right of Way Manual.

- c. **Legal Descriptions:** Certified Agency shall provide property legal description Services as follows:
 - i. Prepare sufficient horizontal control, recovery, and retracement surveys; vesting deeds; maps; and other data so that legal descriptions can be written.
 - ii. Prepare project construction plans and cross-section information.
 - iii. Write legal descriptions and prepare right of way maps.
 - A. If Certified Agency acquires right of way along or adjacent to a state highway, property descriptions and right of way maps shall be prepared in accordance with the current ODOT Right of Way Engineering Manual, incorporated herein by reference. Preliminary and final versions of the property descriptions and right of way maps must be reviewed and approved by ODOT.
 - B. The ODOT Right of Way Engineering Manual is available at:
<https://www.oregon.gov/odot/ETA/Pages/ROW-Engineering.aspx>
- d. **Hazmat:** Certified Agency shall provide the following Services regarding possible hazardous materials on the project site:
 - i. Conduct a Level 1 Initial Site Assessment, consistent with ODOT Guidance, within project limits to detect the presence of hazardous materials on any property purchase, excavation, or disturbance of structures, as early in the project design as possible, but at a minimum, prior to property acquisition or approved design.
 - ii. If the Level 1 Initial Site Assessment indicates the potential presence of contamination that could impact the properties, conduct a Level 2 Preliminary Site Investigation of sufficient scope to confirm the presence of contamination, determine impacts to properties, and develop special provisions and cost estimates. The investigation shall be conducted according to the current ODOT Hazmat Program Manual, incorporated herein by reference, and applicable requirements of the Oregon Department of Environmental Quality. The ODOT Hazmat Program Manual is available at:
<https://www.oregon.gov/odot/GeoEnvironmental/Pages/Hazmat-Manual.aspx>
 - iii. If contamination is found as a result of the Level 2 Preliminary Site Investigation, promptly disclose the severity and extent of contamination to ODOT and present a recommendation for remediation to ODOT as set forth in ODOT's Right of Way Manual Section 6.330.
 - iv. Attempt to have the property owner undertake any necessary remediation at the property owner's expense. Other options are set forth in ODOT's Right of Way Manual section 6.330. If Certified Agency undertakes any remediation on the site, Certified Agency will be solely responsible for any liability that may arise from such remediation.
- 2. **Right of Way Phase:** Certified Agency is responsible for the performance of Services outlined in this Section B.2 during the acquisition right of way phase of the project, as identified below. Costs incurred for Services listed under this Section B.2 must be charged as right of way phase expenditures.
 - a. **Right of Way Acquisition:**

- i. Right of Way Acquisition is the process of obtaining property necessary for the project, from negotiation to possession of the property, using various sub-processes, including, but not limited to, appraisal, negotiation, condemnation, relocation, title closing, and project-related property management.
 - ii. When performing Services, Certified Agency shall provide ODOT with a quarterly status update regarding acquisition of project right of way.
 - iii. Fee Title to properties acquired must be in the full legal name of Certified Agency.
 - iv. Certified Agency and Non-Certified Agency shall each adopt a resolution of intention and determination of necessity, prior to the initiation of negotiations, in accordance with ORS 35.235 and ORS 35.610, authorizing acquisition and condemnation ("Resolution"). Certified Agency's and Non-Certified Agency's Resolutions shall be substantially in the form of Section C below.
- b. **Real Property and Title Insurance:** Certified Agency shall determine the sufficiency of title (taking subject to) in accordance with the current ODOT Right of Way Manual and after obtaining ODOT's concurrence; clear encumbrances necessary to conform to these requirements; obtain title insurance policies as required for the properties acquired; and provide ODOT copies of the title insurance policies.
- c. **Appraisal:** Certified Agency shall provide the following appraisal Services:
- i. Conduct the valuation process of properties to be acquired. If potential contamination of hazardous materials is identified on the property, Certified Agency shall follow section 6.330 in ODOT's Right of Way Manual.
 - ii. Perform the appraisal reviews that will be used by Certified Agency to set just compensation.
- d. **Just Compensation:** Certified Agency's authorized official shall set just compensation, based upon the appraisal review performed by Qualified Individuals. Non-Certified Agency understands and agrees that Certified Agency has sole authority to set just compensation; however, Certified Agency shall notify Non-Certified Agency of the just compensation amount prior to tendering the offer and provide Non-Certified Agency an opportunity to review.
- e. **Negotiations:**
- i. Certified Agency shall tender all monetary offers to landowners in writing at the just compensation amount set by Certified Agency. Certified Agency shall have sole authority to negotiate and make all settlement offers, subject to the limitations in the ODOT Right of Way Manual.
 - ii. When an administrative settlement for a property acquisition is made for an amount above the set just compensation amount, Certified Agency shall prepare a written justification statement. Said statement shall document Certified Agency's determination that the administrative settlement is reasonable, prudent, and in the public interest. It shall include the consideration of any property trades, construction obligations, trial risks, and other relevant items used to justify the administrative settlement.
 - iii. Certified Agency shall provide ODOT with all pertinent letters, negotiation records, settlement justification statements, and obligations incurred during the acquisition process.

- iv. ODOT and Certified Agency shall determine a date for certification of right of way and agree to co-sign ODOT's Right of Way Certification form. ODOT and Certified Agency agree possession of all right of way is to be complete prior to advertising for any construction contract, unless otherwise agreed to by Certified Agency and ODOT.
- v. Certified Agency is responsible for all project condemnation proceedings and for ensuring all condemnation processes are complete prior to the agreed upon certification date identified in subsection iv above. Certified Agency agrees to take any formal action necessary to ensure that it has authority under ORS Chapter 35 to condemn property on behalf of the Non-Certified Agency.
- f. Relocation: Certified Agency shall provide the following relocation Services in accordance with Chapter 8 of the ODOT Right of Way Manual:
 - i. Perform any relocation assistance, make replacement housing computations, and do all things as required by applicable state and federal law necessary to relocate any persons displaced by the project.
 - ii. Determine relocation benefits for eligible property owners and make relocation and moving payments.
 - iii. Facilitate any relocation appeal process(es).

3. Closing Phase:

- a. Certified Agency shall close all transactions, including: drawing deeds, releases, and satisfactions necessary to clear title; obtaining signatures on release documents; and making payments. When ODOT provides Services as a consultant for Certified Agency, ODOT will submit to Certified Agency: (a) applicable portions of a Final Report packet as described in Section 6.590 of the ODOT Right of Way Manual; (b) all agreements with property owners; and (c) other information required by the Uniform Act or other federal laws regarding acquisition when federal funds are used as part of a transportation project.
- b. Upon acceptance by Certified Agency, any permanent conveyance documents shall be recorded by Certified Agency.

4. Property Management:

- a. Certified Agency and Non-Certified Agency shall ensure no encroachments of buildings or other private improvements are allowed upon the state highway right of way.
- b. When disposing of any improvements or excess land, Certified Agency and Non-Certified Agency shall do so consistent with applicable state, federal, and local laws and policies, including but not limited to 23 CFR 710.409 and ODOT Right of Way Manual Chapter 9.
- c. Certified Agency shall conduct asbestos, lead paint, and other hazardous materials surveys for any structures that will be demolished, renovated, or otherwise disturbed as a result of the project. Asbestos surveys must be conducted by an Asbestos Hazard Emergency Response Act (AHERA) certified inspector.

5. Condemnation:

- a. Certified Agency may offer mediation if Certified Agency and property owners have reached an impasse.
 - b. Certified Agency shall perform all administrative functions in preparation of the condemnation process, such as preparing final offer and complaint letters.
 - c. Certified Agency shall perform all legal and litigation services related to the condemnation process.
6. **Transfer of Right of Way:** When the project will involve a transfer of right of way between Certified Agency and Non-Certified Agency, Certified Agency and Non-Certified Agency shall coordinate to determine when to transfer all right of way. Transfer of right way: The Parties agree to transfer right of way as follows:
- a. Certified Agency shall acquire all real property interests ("Property") necessary to complete the Project. Following the completion of the Project, Certified Agency shall transfer to Non-Certified Agency the Property in substantially the same form of title acquired by the Certified Agency with the exception that in any instrument transferring rights, Certified Agency shall grant to ODOT a right of reversion if the property ceases to be used for a transportation purpose or Non-certified Agency discriminates on the property in violation of Title VI. Certified Agency may, in its sole discretion, choose not to transfer all or a part of the Property as necessary for Certified Agency's transportation purposes.
 - b. Non-Certified Agency agrees that by its execution of this Supplemental Project Authorization, Non-Certified Agency shall accept Certified Agency's transfer of the Property along with all related maintenance obligations set forth in this Supplemental Project Authorization. Non-Certified Agency agrees further that if additional documentation is necessary to satisfy the conveyance requirements of ORS 93.808, Non-Certified Agency shall execute a form prepared by Certified Agency.
 - c. Certified Agency shall identify the existence of any hazardous materials on the property prior to transfer.
 - d. Certified Agency agrees to provide Non-Certified Agency all information and file documentation it has in its possession related to the transferred right of way. At a minimum, this includes: copies of all recorded conveyance documents used to vest title in the name of Certified Agency during the right of way acquisition process, and Certified Agency's Final Report or Summary Report for each acquisition file that reflects the terms of the acquisition and all agreements with the property owner(s).

C. SAMPLE RESOLUTION EXERCISING THE POWER OF EMINENT DOMAIN

The Parties agree the following language is provided as a sample. Non-Certified Agency and Certified Agency may copy this language to incorporate into their own standard resolution form or use the full language and add an “attested to” line or signature line:

WHEREAS (insert title of agency) may exercise the power of eminent domain pursuant to (agency's charter) (statutes conferring authority) and the Law of the State of Oregon generally, when the exercise of such power is deemed necessary by (insert title of agency)'s governing body to accomplish public purposes for which (insert title of agency) has responsibility;

WHEREAS (insert title of agency) has the responsibility of providing safe transportation routes for commerce, convenience, and to adequately serve the traveling public;

WHEREAS the project or projects known as (insert Project name) have been planned in accordance with appropriate engineering standards for the construction, maintenance, or improvement of said transportation infrastructure such that property damage is minimized, transportation promoted, travel safeguarded; and

WHEREAS to accomplish the project or projects set forth above it is necessary to acquire the interests in the property described in “Exhibit A” attached to this Resolution and, by this reference incorporated herein; now, therefore,

BE IT HEREBY RESOLVED by (Agency's Council, Commission, or Board)

- 1. The foregoing statements of authority and need are, in fact, the case. The project or projects for which the property is required and is being acquired are necessary in the public interest, and the same have been planned, designed, located, and will be constructed in a manner which will be most compatible with the greatest public good and the least private injury;*
- 2. The power of eminent domain is hereby exercised with respect to each of the interests in property described in Exhibit A to this Resolution. Each is acquired subject to payment of just compensation and subject to procedural requirements of Oregon law;*
- 3. ([Insert title of Agency]'s staff and [attorney/counsel]) are authorized and requested to attempt to agree with the owner and other persons in interest as to the compensation to be paid for each acquisition, and, in the event that no satisfactory agreement can be reached, to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition. This authorization is not intended to expand the jurisdiction of any court to decide matters determined above or determinable by the (Agency's Council, Commission, or Board).*
- 4. (insert title of agency) expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.*

DATED this _____ day of _____, 20____

[insert signature blocks here]



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Adam Brown, City Manager
Subject: KeizerFEST 2026

Proposed Motion

I move the City Council adopt Resolution R2026-____ Authorizing a Temporary Suspension of the Ordinance Prohibiting Street Vendors.

AND

I move the City Council adopt Resolution R2026-____ Authorizing Temporary Use and Signs Subject to Conditions for KeizerFEST (2026).

I. Summary

The Keizer Chamber of Commerce is requesting the City Council authorize the annual Bloomin Iris Day Parade and KeizerFEST for 2026. The parade and KeizerFEST will be held together in May. Council approvals are required to approve both the KeizerFEST festival and parade.

II. Background

- A. The City Council adopted Keizer Code Section 36-1 that prohibits the selling of any commodity or service upon any street, sidewalk or public right-of-way. There is a provision that allows for suspension of such regulations during a festival. The suspension is done by City Council Resolution. Although the Keizer Chamber of Commerce does not currently have vendors registered for such sales, adoption of the resolution would permit such sales if circumstances change prior to the event.
- B. The Keizer Code, Appendix A pursuant to Section 2.203.04(E), regulates "Permitted Temporary Uses". This amendment affords Council discretion in authorizing "additional temporary uses" during a specific event or festival and specifically allows for the Council to authorize temporary signage in conjunction with a temporary use. The Code reads as follows: Additional Permitted Temporary Uses. The City Council may, by resolution, authorize additional permitted temporary uses during a specific event or festival. This may include setting forth reasonable types of uses, appropriate zones for such uses, temporary signs and any time restrictions the

Council finds necessary to protect the health, safety and welfare of the Public.

- C. The Bloomin Iris Day Parade and festival is a significant community event that is beneficial to the citizens of Keizer and the surrounding communities. This activity is being organized under the leadership of the Chamber of Commerce.
- D. The parade will take place on May 16, 2026 and the festival will take place May 14 through May 17, this year. The Keizer Chamber of Commerce submitted a packet of materials relating to the event for approval, a copy of which is attached.
- E. The application and temporary use permit fee for the parade is approximately \$50. The K23 coverage fee is approximately \$1,500. The application and temporary use permit fee for the festival is approximately \$5,100.
- F. The City, as part of its sponsorship, typically waives fees. The Keizer Chamber of Commerce has requested a waiver of the fees.

III. **Current Situation**

- A. Keizer Code Section 36-1 requires that the City Council, by Resolution, suspend the regulations regarding vendors. A Resolution is attached for your consideration. This Resolution prohibits any interference with pedestrian, vehicular, or parade traffic.
- B. The Keizer Code, Appendix A, Section 2.230.04(E) requires that the City Council, by Resolution, authorize permitted temporary uses during a specific event or festival.
- C. The Keizer Chamber of Commerce has requested temporary uses that are not allowed without permission.
- D. To allow the Bloomin' Iris Day Parade event to take place as requested, the City Council needs to adopt a Resolution outlining the specific uses allowed during the events. The attached Resolution approves the request with most of the conditions that were imposed last year.

IV. **Analysis**

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - The Council has chosen to sponsor a portion of this event in the agreement between the City and the Chamber. The financial impact of this event is approximately \$6,650.
- C. **Timing** - Adoption of the Resolutions will allow the Bloomin' Iris Day Parade to occur on May 16, 2026 and the festival to occur between May 14, 2026 to May 17, 2026.
- D. **Policy/Legal** - Allowing the event is a Council policy decision.

V. **Alternatives**

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

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

VI. Recommendation

Staff recommends adoption of the Resolution authorizing a temporary suspension of the Ordinance prohibiting street vendors. Council should then adopt the Resolution authorizing temporary uses subject to conditions for KeizerFest 2026.

Attachments

1. RES_CC_Authorizing Temporary Street Vendors -KeizerFEST 2026_4 6 2026
2. RES_CC_Authorizing Signage and Usage - KeizerFest 2026_4 6 2026
3. ATT_CC_KeizerFest 2026_4 6 2026
4. ATT_CC_Special Event Permit - Parade
5. ATT_CC_Parade Map
6. ATT_CC_KeizerFEST Art Fair Permit Application
7. ATT_CC_keizer chamber_Application Addendum
8. 2026 KeizerFEST Layout
9. ATT_CC_Lrt of Request 2026 KeizerFEST Permits

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2026-_____

AUTHORIZING A TEMPORARY SUSPENSION OF THE
ORDINANCE PROHIBITING STREET VENDORS

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

WHEREAS, the Ordinance allows for suspension of these regulations during a
festival approved by the Council;

NOW, THEREFORE,

BE IT RESOLVED that a temporary suspension of the Ordinance prohibiting street
vendors is hereby granted and street vendors will be permitted on Saturday, May 16, 2026
from 7:00 a.m. to 12:30 p.m.

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

BE IT FURTHER RESOLVED that at no time shall any person interfere with,
impede or block pedestrian, vehicular or parade traffic in any manner whatsoever.

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

PASSED this _____ day of _____, 2026.

SIGNED this _____ day of _____, 2026.

Mayor

City Recorder

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R2026-_____

3 AUTHORIZING TEMPORARY USE AND SIGNS SUBJECT
4 TO CONDITIONS FOR KEIZERFEST (2026)
5

6 WHEREAS, the Keizer Code, Appendix A provides pursuant to Section
7 2.203.04(E) that the City Council may by resolution authorize temporary uses and
8 signage during a specific event or festival;

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

11 WHEREAS, the Keizer Park Regulations provides that prohibited activities
12 may be permitted by the City;

13 WHEREAS, the Keizer Chamber of Commerce has requested the City to
14 authorize a temporary use for the KeizerFEST, including, but not limited to placement
15 of temporary signage to promote such festival, and to allow prohibited activities at
16 Keizer Rapids Park during the festival;

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

1 NOW, THEREFORE,

2 BE IT RESOLVED by the City Council of the City of Keizer that the 2026
3 KeizerFEST is authorized as a specific temporary use and the hours of operation and
4 signage for the 2026 KeizerFEST is hereby allowed pursuant to the design, restrictions
5 and conditions as set forth in the attached Exhibit "A" which is incorporated herein by
6 this reference.

7 BE IT FURTHER RESOLVED that the City waives all City fees in connection
8 with this matter and provides Police/Public Works support as a part of the City's
9 sponsorship of the event.

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

12 PASSED this _____ day of _____, 2026.

13 SIGNED this _____ day of _____, 2026.

14

15

16

Mayor

17

18

19

City Recorder

EXHIBIT "A"

Design, Restrictions and Conditions

The City Council approves the proposed temporary use, hours of operation and signage for the 2026 KeizerFEST as follows:

1. Except as set forth in this decision, the 2026 KeizerFEST shall be located, operated and conducted pursuant to the attached Parade, Special Event, or Block Party Permit, Park Area Reservation Application, and the Application Addendum submitted by the applicant dated March 2026. Signs, banners, flags and balloons shall be limited to the locations and numbers identified in the applications.
2. The 2026 KeizerFEST may have up to 8 banners not to exceed 20 square feet advertising the event. The locations of such banners must have prior approval of the Planning Director or designee. Such banners may be placed no earlier than April 28, 2026 and must be removed no later than May 18, 2026.
3. The 2026 KeizerFEST may have up to 30 light pole banners installed on the Keizer Station and River Road light poles. Such banners may be placed no earlier than April 28, 2026 and must be removed no later than May 18, 2026.
4. The 2026 KeizerFEST may have hand signs and flags located adjacent to the main intersections along River Road, Chemawa Road, Windsor Island Road, Wheatland Road, 14th Avenue, Lockhaven Drive and on participating business storefronts. No signs or flags may be placed without the property owner's permission. All hand signs and flags shall not exceed the allowable size as stated in the sign code. Such hand signs and flags may be placed no earlier than April 28, 2026 and must be removed no later than May 18, 2026 and may not obstruct any public road or sidewalk.
5. Signs, banners, flags and balloons shall be placed to ensure there shall be no traffic interference or distraction, and if deemed to be a hazard by the Planning Director, shall be removed immediately without notice. Balloons shall be placed in such a manner so as to not present a potential to damage light fixtures or landscaping.
6. No other signs are allowed.
7. No electronic signs of any type are allowed, unless required by the Keizer Police Department for safety or traffic control reasons.
8. No signs, flags, balloons or other items may be placed in the right-of-way, except for banners referenced in Section 2. No signs shall be placed on private property

without the specific permission of the private property owner. Placement of any sign in any public right-of-way or sidewalk easement shall cause the City to remove such signs immediately without notice. In such instance, the Chamber shall pay for City staff time, including benefits.

9. Any signs, banners, flags and balloons not removed by May 19, 2026 may be immediately removed by City staff without notice and the KeizerFEST shall pay for staff time at the hourly rate of staff person removing the signage, including benefits.
10. Vendors sleeping in their booths overnight is permitted ONLY at the direction and requirements of the Keizer Fire District.
11. The Applicant has requested a waiver or partial waiver of several park regulations. Except as noted below, these requests are granted with the following conditions:
 - a. Park Hours. On May 15, 2026, all events shall close no later than 11:00 p.m. and the public shall vacate the park. Vendors and Chamber staff and volunteers shall vacate the park no later than midnight, except those that are permitted to stay overnight by the Public Works Director and/or the Fire Department. On May 16, 2026, all events shall close no later than 11:00 p.m. and the public shall vacate the park. Vendors and Chamber staff and volunteers shall vacate the park no later than midnight, except those that are permitted to stay overnight by the Public Works Director and/or the Fire Department. On May 17, 2026, all events shall close by 9:00 p.m. and the public shall vacate the area. Vendors and Chamber staff and volunteers shall vacate the park no later than midnight.
 - b. Tent and Other Structures. The entertainment tent and other types of shelters are allowed as indicated in the application.
 - c. Generators. Generators are allowed as requested in the application. All generators shall be equipped with spark arrestors.
 - d. Number of People. The limit of 150 persons is waived.
 - e. Conducting Business. This regulation is waived.
 - f. Recreational Vehicles. Up to ten (10) recreational vehicles may be parked at the location dry-camping only is allowed.
 - g. Alcohol. Alcoholic beverages are allowed only in the Big Tent and smoking section if the alcohol vendor enters into an agreement with the City and provides certificates of insurance and endorsements as required by the City

Attorney. Applicant and alcohol vendor must comply with all OLCC requirements.

- h. Smoking. The smoking section is allowed in the location indicated in the application. Smoking is prohibited at any other location.

12. Food trucks/carts if any shall be placed as permitted by the Planning Director/Public Works Director. All food trucks/carts shall be subject to the conditions further described herein as well as the sign code. Such food trucks/carts may be placed no earlier than noon May 13, 2026 and must be removed no later than 4:00 p.m. May 18, 2026 and may not be located on any public road or sidewalk. The exact site location is subject to approval by the Planning Director/Public Works Director, or designee.
13. If required under applicable regulations, any food vendor shall obtain a license from Marion County Environmental Health or similar county agency prior to operating.
14. Any food truck/cart or other vendor shall not obstruct pedestrian pathways, driveways or drive aisles and shall not create a traffic or safety hazard.
15. Any paper, cardboard, wood, or plastic containers, wrappers, or any litter or material is to be picked up by the vendor.
16. All food trucks/carts must remain capable of being moved at any time.
17. Any food truck/cart not removed by 4:00 p.m. May 18, 2026 may be immediately removed by City staff without notice and the Chamber shall be billed for staff time at the hourly rate of staff person including benefits for removing the food truck/cart.
18. The Applicant has requested a waiver of noise regulations for May 15, 2026 and May 16, 2026. Pursuant to Keizer Code, Section 26-4, the amplified sound is allowed to 11:00 p.m. on May 15, 2026 and 11:00 p.m. on May 16, 2026.
19. All activities shall comply with Keizer Police Department/Public Works direction and requirements of Keizer Fire District.

Print**City of Keizer Parade, Special Event, or Block Party Permit Application - Submission #319****Date Submitted: 3/10/2026****[Learn about Regulations on Parades, Special Events and Temporary Street Closures](#)****[Keizer Code, Chapter 36, Article IV](#)**

Applications for permits must be submitted 75 days prior to the date of the event. This permit is pursuant to City of Keizer Code, Chapter 36, Article IV. A fee of \$50 must accompany this application. Please submit payment to City Hall at 930 Chemawa Road NE or by calling 503-856-3700.

Name*

Dan Clem

Email Address*

executivedirector@keizerchamber.com

Address

4118 River Rd N

City

Keizer

State

OR

Zip Code

97303

Phone Number*

503-393-9111

Name of Organization/ Group*

Keizer Chamber of Commerce

Name of Event*

KeizerFEST Bloomin Iris Parade

Type of Event*

Parade

Date of Event*

5/16/2026

Time of Event*

10:30 AM

12:30 PM

Description/ Purpose of event/ name of street to be closed*

Free community parade for the KeizerFEST. Lockhaven from McClure to River Rd. River Rd from Lockhaven to Glynbrook and Plymouth.

If applicable, describe in detail the portion of the street to be closed

Lockhaven from McClure to River Rd. River Rd from Lockhaven to Glynbrook and Plymouth.

Number of persons expected to participate*

10,000 plus

Number of vehicles*

100

Number of animals*

50

Will charity, gratuity, or offerings be solicited or accepted?*

- ☐ Yes
☒ No

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

- ☐ Yes
☒ No

Will event include mobile food trucks?*

- ☐ Yes
☒ No

Is parking requested to be restricted or prohibited during the event?*

- ☐ Yes
☒ No

Will sound amplification equipment be used?*

- ☒ Yes
☐ No

If yes, describe the equipment.

Music from car speakers, speakers, and marching bands

Clean-up arrangements*

The Keizer Chamber will provide a group of volunteers to follow the parade and clean up.

Proposed Route*

South down River Rd from Lockhaven to Glynbrook.

Assembly Location*

McNary High School and Lockhaven Dr.

Disassembly Location*

Skyline Ford for buses, Appleblossom for floats to drop people, and banner drop off at Battle Creek Co.

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

Parade Route Map.pub

Complete this section for Long Term Events

For an event that may be disruptive to neighboring properties for more than one (1) day.

Have you had an event in the same location previously?

- ☒ Yes
☐ No

If yes, has the Affected Area or the type/ size of the event changed from the last event?

- ☐ Yes
☒ No

Date map was submitted to the City Manager for approval.

3/10/2026

Please note this must be done prior to conducting public engagement per Keizer Code, Chapter 36, Article IV, Section 36-103.

If applicable, upload written approval from the homeowners' association board.

Choose File No file chosen

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

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

mm/dd/yyyy

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

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

Choose File No file chosen

This permit is subject to the following conditions.

1. No alcoholic beverages are permitted on City-owned streets unless an OLCC license has been issued for the event, liquor liability insurance has been issued acceptable to the City, and the event has been permitted by the City with alcoholic related conditions.
2. All residents living adjacent to the proposed closure or businesses located adjacent to the proposed closure have been notified of the event.
3. If determined by the City Manager, barricades, cones or other devices may be required. Applicant must work with City Staff to ensure placement, maintaining and removal of any devices.
4. Signage must comply with the current Keizer Sign Regulations. If signage does not comply with the Keizer Sign Regulations, Applicant must request that Staff request Council to consider the signaged requested.
5. Applicant is responsible for monitoring of sound during event. Applicant must comply with all applicable regulations and law, including, but not limited to the Keizer Noise Ordinance.
6. Participants shall yield right-of-way to vehicular traffic, unless directed otherwise by a police officer.
7. The event will be conducted in such a manner as outlined in the ordinance to ensure the safety of the participants and spectators.
8. Permittee shall be responsible for clean up of areas and removal of all paraphernalia and debris as a result of this event.

Notice

Permittee shall defend, indemnify and hold harmless the City of Keizer, its officers, agents and employees, against any claim, demand, suit or action for property damage, personal injury or death arising in connection with this event. The City of Keizer requires that the Permittee of such events carry commercial single limit liability insurance in the minimum amount of \$1,000,000 and name the City of Keizer, its officers, agents, and employees as an additional insured for this event. Claims made in excess of the policy will be the responsibility of the Permittee of the event. The certificate of insurance and additional insured endorsement shall be provided to City within five (5) days of Permit issuance. If acceptable certificate of insurance and additional insured endorsement is not received, the City reserves the right to revoke the Permit and cancel the event.

Insurance Company*

R Bauer Insurance Inc.

Policy Number*

NBP1575127

Coverage Limits*

Commercial General Liability - \$2,000,000 Umbrella - \$1,000,000

Upload Certificate of Insurance with Additional Insured endorsement.*

Cert of Ins - City of Keizer.PDF

Permit Revocation

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

Application Signature

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

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

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree.

Electronic Signature*

Dan Clem

Bloomin' Iris Day Parade

PARADE ROUTE, STAGING, AND DISBANDMENT

Interstate 5
260B Exit-S
260 Exit -N





City of Keizer Park Area Reservation Application

Keizer City Hall
930 Chemawa Road NE
Keizer, OR 97303
PO Box 21000, Keizer, OR 97307
Phone: (503) 390-3700
Fax: (503) 390-3787

Park Area Requested: (See map for further details)

Fee Schedule:

☐ Covered Area at Claggett Creek Park ~ 1400 block Dearborn Ave NE	\$50 for the first two hours and \$19 for each additional hour.
☐ Gazebo at Chalmers Jones Park ~ 930 Chemawa Road NE	
☐ Eastern Shelter at Keizer Rapids Park Big Toy ~ 1900 Chemawa Rd N	
☐ Sports Field at Claggett Creek Park ~ 1400 block Chemawa Road NE	\$100 for the first two hours and \$50 for each additional hour. (Maximum of \$505 per day)
☐ Claggett Creek Park Designated Grass Area ~ 1400 block Chemawa Rd NE	\$125 for the first two hours and \$63 for each additional hour.
☐ Chalmers Jones Park Designated Grass Area ~ 930 Chemawa Road NE	
☒ Other: <u>Keizer Rapids Park - Grass field along walking trail</u> (Please discuss with City Staff prior to selecting "Other")	

Event Information:

Title of Event: KeizerFEST - Keizer Art Fair Art Walk
Date of Event: May 15 - 17th 2026 Type of Event: Art Fair
Start Time: 9:00 ☒ AM ☐ PM Estimated Group Size: unknown
End Time: 6:00 ☐ AM ☒ PM Estimated Number of Vehicles: included in KeizerFEST

Event Contact Information: (Responsible person will receive Application correspondence)

Group or Organization (if applicable): KeizerFEST - Keizer Art Association
Responsible Person: Lore Christopher / Dan Clem Primary Phone: 503-393-9111
Mailing Address: 4118 River Rd N City/State/Zip: Keizer, OR 97303
Email Address (optional): executivedirector@keizerchamber.com

FORM AND PAYMENT SUBMISSION:

Please return this **form and payment** to the City of Keizer by one of the following methods:

1) In person: 930 Chemawa Rd NE -or- 2) By Mail: City of Keizer, PO Box 21000, Keizer, OR 97307

QUESTIONS:

If you have any questions call 503-856-3408 or email PC@keizer.org

STRICTLY PROHIBITED UNLESS PERMITTED BY APPLICATION ADDENDUM:

Ordinance No. 2018-791 as amended establishes Keizer Parks Regulations. The following are specifically prohibited in all Park Areas unless expressly permitted in writing by the City:

Possession or consumption of alcoholic beverages	Cooking with anything other than a barbecue
Use of Generators	Amplified sound
Events with over 50 attendees	Public, Ticketed or Concert Events
Events causing traffic or parking issues	Using City provided electrical services
Projecting any still or moving pictures	

You may use the "Park Area Reservation Application Addendum" to apply for any of these accommodations. A Non-refundable Application Fee of \$75.00 will apply with submittal of the application addendum.

REVOCATION INFORMATION:

The City Manager or his designee may revoke the application if circumstances reasonably show that the event can no longer be conducted consistent with public safety or the Responsible Person does not meet the conditions set forth within the required time period. Any violations of the terms of this park reservation or park regulations, as determined by a police officer or a city parks official, immediately revokes this reservation.

THIS APPLICATION IS SUBJECT TO THE FOLLOWING CONDITIONS:

Application Submittal: This application by itself does not serve as an approved reservation. Reservations will be reviewed on a first-come, first-served basis provided that the proposed use is appropriate for the designated area and consistent with park policies and regulations. **The established park reservation fee must be submitted along with the reservation application.** Payment of the fee secures the date and time requested, upon approval. If the reservation is denied, the reservation fee will be refunded. An individual or group that has an approved reservation will have first priority to use the section or sections of the park for the date and time listed on the reservation application.

Please take a copy of your approved application with you on the day of your event.

Cancellations: Reservations must be cancelled in writing with City Hall Staff no less than thirty (30) days before the reservation date for full refund.

General Information: Responsible Person/Group must restore Park areas used to its original condition by the end of the event. General Park users will be allowed to use other park facilities during the event. The City reserves the right to review and approve or deny any other requests that may be potentially hazardous, unsafe or cause damage. In the case of a "Group" reservation, a designated person from the group must complete and sign the park reservation application. This person will be responsible for the actions of the group while using the park and for the condition of the park after the scheduled event.

RULES AND REGULATIONS:

- Parks open ½ hour prior to sunrise and close ½ hour after sunset. No one may enter or remain in the parks overnight unless camped in a specifically designated camping area or otherwise permitted.
- Smoking, vaping, tobacco products and any type of legal or illegal drugs are not permitted in any park or park facility.
- All garbage must be disposed of properly in receptacles provided.
- Vehicles are only allowed in designated parking areas only. Parking on grass areas is not allowed at any time.
- Outdoor fires in any place other than in a barbecue for cooking purposes is not allowed.
- Dogs are allowed in park areas and must be on a leash at all times unless in an area designated as an off-leash area. *(All other pets are prohibited unless authorized in writing.)*
- Noise levels that violate the City's noise ordinance will not be allowed.
- The follow are prohibited in all Park Areas:

Littering	Garbage dumping and water pollution
Vandalism	Possession of firearms or weapons of any kind <i>(Unless permitted by state law)</i>
Fireworks of any kind	Hitting golf balls
All types of inflatable bouncers, mechanical rides and trampolines	Birdseed, confetti, glitter, rice, anything that sprouts, hay/straw, silly string, party poppers, and sky lanterns
Feeding wild animals, birds, fish or reptiles	Operating any boats, cars, rockets or other devices that are powered by a rocket motor or an internal combustion engine

NOTICES:

Responsible Person agrees to defend and indemnify the City of Keizer, its officers, agents and employees, against any claim, demand, suit or action for property damage, personal injury or death arising in connection with this event. Responsible Person agrees to comply with all the conditions set forth herein and if applicable to provide at Responsible Person's own expense the insurance set forth in the addendum attached.

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

I hereby certify that I am the authorized representative of the above group, that the above statements are true to the best of my knowledge, and that I will abide by all restrictions, administrative rules and applicable City Ordinances.

Signature of Responsible Person: Jan Clem Date: 4 MAR, 2026

*****THIS SECTION MUST BE COMPLETED BY CITY OF KEIZER STAFF*****

Total Fee: _____ Received by: _____ Date: _____

Approved by: _____ Date Approved: _____

Copy to: ☐ Parks Manager ☐ Police Department ☐ Reserving Group ☐ Parks File



Keizer Rotary Amphitheatre Parking Plan

Event Title: Keizer Art Fair/Vendor/

Event Date: 5/15-5/17

ADA Parking

Parking Area(s) Requested:

Complete the section below:

- ☒ A - 40 Parking Spaces
- ☐ B - 50 Parking Spaces
- ☒ C - 40 Parking Spaces
- ☒ D - 40 Parking Spaces
- ☐ E - 150 Parking Spaces

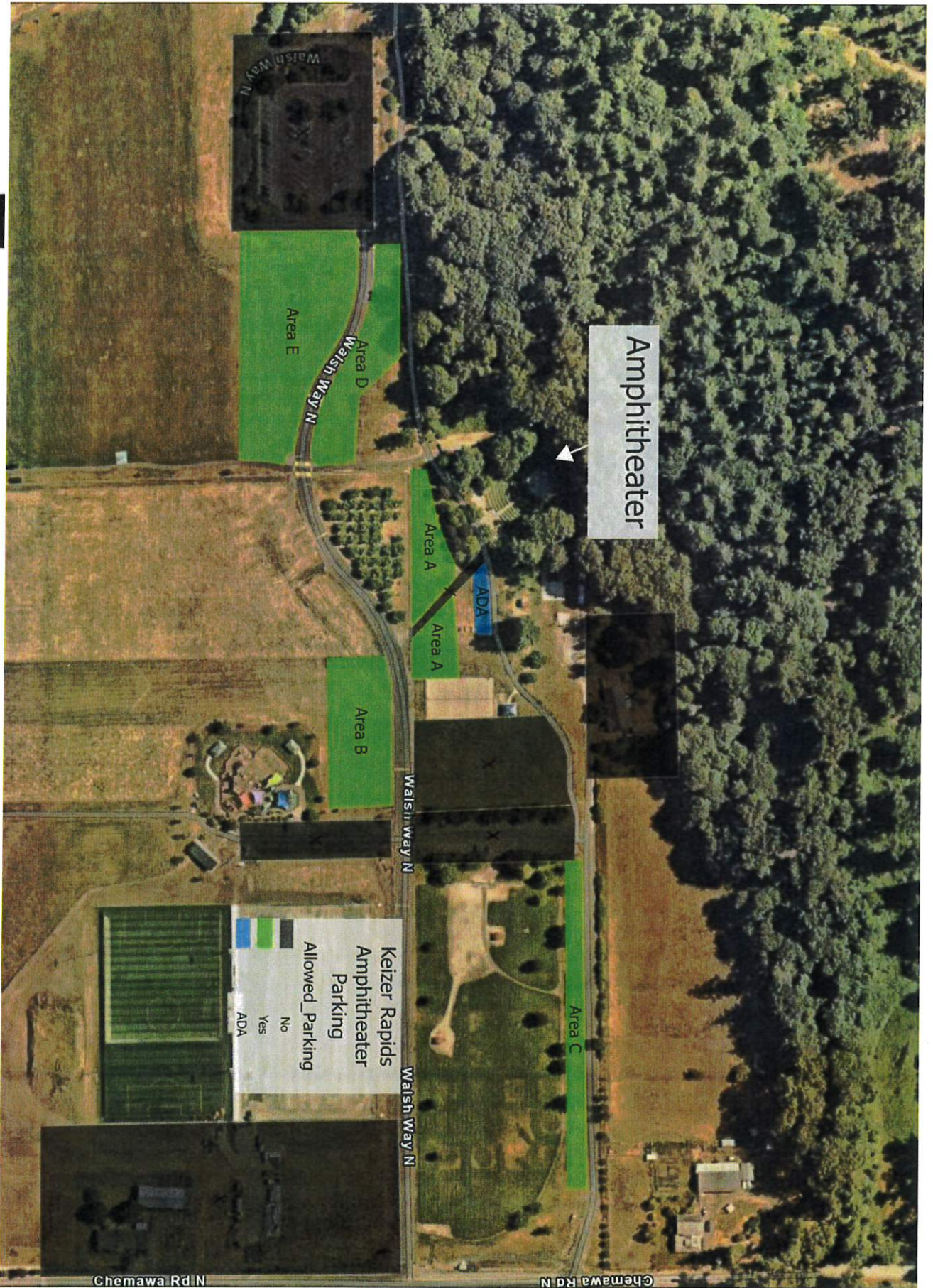
We are expecting 200 number of vehicles.

We will have 2 number of parking attendants.

We will provide 5-8 number of ADA Parking Spaces.

Vehicles will be parked in the parking areas as designated above on this form. Parking Areas A and B will be accessed only through the "Event Parking Access Gate". Parking Area C will be accessed off of Chemawa Rd N. Parking Areas D and E will be accessed from Walsh Way N. Event Parking is not allowed to park in the existing paved parking areas so those using the other park amenities have sufficient parking. In the space below, or another piece of paper, document any additional equipment/volunteer staff for event parking. If any Shuttle buses will be used for the event then they must have a spotter when backing or maneuvering in the park.

Additional Information: The remaining spaces can be found in the KeizerFEST parking lot.



- Amphitheater Event Parking NOT Allowed
- Amphitheater Event Parking Allowed



City of Keizer Application Addendum

Keizer City Hall
930 Chemawa Road NE
Keizer, OR 97303
PO Box 21000, Keizer, OR 97307
Phone: (503) 390-3700
Fax: (503) 390-3787

Date of Event: May 14th - 17th 2020 Title of Event: KeizerFEST
Responsible Person: Dan Clem Primary Phone: 503-393-9111

A Non-refundable Application Fee of \$75.00 will apply at the time this addendum is submitted with a reservation application.

ADDITIONAL EVENT INFORMATION:

Is your event open to the public? (See below for definition of a public event) ☒ Yes ☐ No

A public event is any event open to the general public whether a fee is charged to attendees or not. These events can include, but are not limited to concerts, trade shows, vendor markets, charitable, fundraising, and leisure events.

Will attendees be paying any type of fee? ☒ Yes ☐ No

FOR THE FOLLOWING PLEASE CHECK ALL BOXES THAT APPLY TO YOUR EVENT:

☒ **Alcoholic Beverage Service:** Alcohol beverages are only permitted on City owned property if the appropriate OLCC permit/license has been issued for this event and all City requirements have been met.

- Alcohol vendor must enter into a separate agreement with City, must provide single limit liability insurance with minimum limits of \$1,000,000 and liquor liability insurance certificate with minimum limits of \$1,000,000 naming City of Keizer as additional insured. "City of Keizer" includes its officers, agents, contractors, and employees.
- The insurance policy is to be issued by an insurance company authorized to do business in the state of Oregon. The agreement, evidence of insurance and additional insured endorsement must be provided to City 20 days prior to event.
- Alcohol vendor must provide all Oregon Liquor Control Commission (OLCC) licenses/permits in a form acceptable to City 20 days prior to the event. Alcohol vendor must comply with all City regulations. The only Park Areas that alcohol service can be permitted are Chalmers Jones Park and Keizer Rapids Park.

Name of Alcohol Vendor: Keizer Chamber of Commerce

Alcohol Service Times: Starting at: 11:00 ☒ AM ☐ PM Ending at: 10:30 ☐ AM ☒ PM

☒ **Security:** For events with over 100 attendees, Responsible Person must provide proof that a professional Security Company has been hired. The number of guards will be determined by the security company's requirements. The proof of security must be provided to City 20 days prior to event.

☒ **Food Service for a Public Event:** For events open to the public, all food service vendors must provide approved copies of the necessary Marion County Health Department licenses/permits to City 20 days prior to the event. All Food service vendors must comply with all applicable City and Marion County regulations and provide all the necessary licenses/permits to City 20 days prior to the event. All food service/preparation vendors must have Food Handlers License.

Name of Vendor(s): will provide once they get registered

☐ **Food Service for a Private Event:** All Food Service Vendors must comply with all applicable City and Marion County regulations and provide all the necessary licenses/permits to City 20 days prior to the event. All food service/preparation vendors must have Food Handlers License. Private events may provide their own food if listed as "self-provided" below.

Name of Vendor(s) or (Self-Provided): _____

- ☒ **Using Commercial Cooking Equipment and/or Generators:** A fire prevention plan must be reviewed and approved by the Keizer Fire District Fire Marshall or his/her designee. The approved plan must be provided to City 20 days prior to event.
- ☒ **Amplified Sound:** All amplified sound must adhere to City Noise Ordinance 2004-511. Responsible Person shall be responsible for the monitoring of sound levels in the Park Area. The City recommends that the noise level not exceed 80-85 DB. However, the Keizer Noise Ordinance applies to sound levels measured at the property lines of adjoining residences. Responsible Person must comply with all applicable regulations and laws, including, but not limited to the requirements of the Keizer Noise Ordinance. Amplified sound is only permissible when approved by permit and is strictly prohibited after 9:00 p.m.

Type of Amplified Sound: Speaking events, Concerts - Please Raise the sound ordinance to 12am 5/15 and 5/16 2026

- ☒ **Events with over 50 attendees:** The event is expecting over 50 attendees as listed on the Reservation Application and are requesting an increase of the number of allowed attendees in the reserved park area.

- ☒ **Public Event, Ticketed Event or Concert Event:** Must submit a crowd control/security plan to the City of Keizer 20 days prior to event.

- ☒ **Anticipated Traffic or Parking Issues:** If your event is expecting a large number of vehicles that may cause traffic or parking issues in the park a parking plan must be submitted 20 days prior to event. Include documentation of necessary equipment/volunteer staff for event parking. Sufficient parking attendants and ADA parking spaces must be provided. If any Shuttle buses will be used for the event then they must have a spotter when backing or maneuvering in the park. If your event is being held at Keizer Rapids Park you may use your own documentation or complete the City provided "Keizer Rotary Amphitheatre Parking Plan". Additional requirements may be necessary due to the size and nature of the event.

- ☐ **City Provided Electrical Services:** A \$25.00 use fee will apply and is due at the time the application is submitted. Electrical service is limited. Please confirm details of what you require below:

- ☐ **Projecting still or moving pictures of any kind.**

Describe: _____

- ☒ **Using posted signs for the event.** Signage for the event must comply with the Keizer Sign Regulations. Call 503-856-3441 for further information.

Describe: we will have promo signs on River Rd starting around April 20, 2026. Promo signs on Chemawa as well as various locations.

- ☒ **Using temporary structures, fencing or tents for the event.**

Describe: We will have 50+ vendor tents, 1 150'x50' tent and fencing around the entire area.

- ☒ **Listed below are other proposed accommodations requested for the event that are not permitted without the Public Works Director approval or not addressed with this addendum: (Requests will be reviewed on an individual basis)**

Parking for 800+ cars in adjacent designated areas. An office trailer on site for working

In the space below or on a separate sheet, provide a diagram or map of the layout of the proposed event:

Parking in adjacent areas to KeizerFEST in field with designated handicapped spaces.

It is the Permittee's responsibility to contact our Parks Department (503-856-3569) at least one week prior to your event date to review the following, if applicable to your event:

- ❖ **PARKING:** Staff will review the provided parking plan to ensure parking instructions given by the City are followed. Access to any parking access gates may be arranged by the City at that time. A parking plan and a map will be provided with the approved permit.
- ❖ **ELECTRICAL USE:** If electrical use fee was paid, staff will review access to limited power.
- ❖ **ADDITIONAL REQUIREMENTS:** Some events may be required to provide fire extinguishers, additional signage or other event specific equipment. If required, arrangements will be reviewed with the permittee.

I hereby certify that I am the authorized representative of the above group, that the above statements are true to the best of my knowledge, and that I will abide by all restrictions, administrative rules and applicable City Ordinances.

Signature of Responsible Person: _____ Date: _____

ADDITIONAL REQUIREMENTS:

Due to the nature of your event the City of Keizer is requiring at the Responsible Person or Group's expense the following that are checked below:

☒ **Insurance:** Provide single limit liability insurance with minimum limits of \$1,000,000 naming **City of Keizer** as additional insured. The insurance policy is to be issued by an insurance company authorized to do business in the state of Oregon. "City of Keizer" includes its officers, agents, contractors, and employees. The evidence of insurance and additional insured endorsement must be provided to City 20 days prior to event.
(Insurance is required for all events at the Keizer Rotary Amphitheatre)

☒ **Chemical Toilets:** The Responsible Person must provide the City with verification 20 days prior to event that the appropriate amount of portable toilets listed below have been arranged for each event. The size and nature of the event determines the number of toilets.
(Chemical Toilets are required for all events at the Keizer Rotary Amphitheatre)

Number of portable toilets required: 20+ Company Name: Ace Chemical Toilets

☒ **Garbage Services:** The Responsible Person must provide the City with verification 20 days prior to event that the appropriate amount of receptacles listed below have been arranged for each event. The size and nature of the event determines the number of receptacles. Contact Loren's Sanitation (503-393-2262) for rental information.

Number of receptacles required: 50+ Type of receptacles required: Garbage and Recycling bins
130 cub. ft. dumpster

☐ **Other:** _____

*****THIS SECTION MUST BE COMPLETED BY CITY OF KEIZER STAFF*****

☐ Approved as Submitted

☐ Approved as Amended

☐ Denied

By: _____ Title: _____ Dated: _____

Copy to: ☐ Parks Manager ☐ Police Dept. ☐ Fire Dept. ☐ Reserving Group ☐ City File

2026 Tentative Plan

Google Maps



Measure distance

Total distance: 557.75 ft (170.00 m)

Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 50 ft

Keizer Rapids Dog Park

PICKLEBALL

Keizer Rapids
Volleyball Court

VENDOR
AND ADA
PARKING

MAIN TENT

Keizer Rapids Big
Toy Playground

VENDORS &
FOOD TRUCKS

FUNTASTIC
CARNIVAL

PARKING
ACCESS

PARKING

ART FAIR



4118 River Road N
Keizer, Oregon 97303
KeizerChamber.com

March 10, 2026

To: Mayor Clark, Keizer City Councilors & City Manager Adam Brown

From: KeizerFEST Co-Chairs, Jeremy Turner & Dave Walery

Subject: KeizerFEST Special Event Permit & Sign Code Variance Request

KeizerFEST

KeizerFEST is a community-wide celebration that embodies the unique and vibrant spirit of Keizer. The 2026 festival is scheduled for May 14th-17th 2026, and the KeizerFEST Committee, a division of the Keizer Chamber of Commerce, is responsible for coordinating events and promoting the festival. In partnership with the City of Keizer, the Chamber aims to facilitate a range of activities, including an Entertainment Tent with a Kickoff Party, a Fun Center & Carnival, Vendors & Exhibitors, a Cornhole Tournament, a Golf Tournament, a Community Church Service, and a Local Teen Talent Showcase.

- **Chamber Events: Dates & Times**
- **KeizerFEST Vendors** (Set-up: Wednesday, May 13, 8:00 AM | Take-down: Sunday, May 17, 3:30 PM)
- **KeizerFEST Market** (May 14-17)
 - Operating Hours: Thursday - Saturday, 10:00 AM - 10:00 PM; Sunday, 10:00 AM - 3:00 PM
- **Fun Center/Carnival** (May 14-17)
 - Includes set-up, nightly cleanup, and take-down | May 15, 12:30 PM - May 18, 3:00 PM
- **Volunteer Appreciation Luncheon** (May 14, 11:30 AM)
 - A thank-you luncheon for KeizerFEST supporters and sponsors.
- **KeizerFEST Kickoff Party** (May 14, 4:00 PM - 9:00 PM | Dinner served at 6:00 PM)
 - Live music and food provided by Adam's Rib.
- **Willamette Valley Greeters** (May 15, 8:00 AM - 10:00 AM)
 - A networking event for Chamber members and local businesses, including a pancake breakfast.
- **KeizerFEST Golf Tournament** (May 15, 11:30 AM Registration | 1:00 PM Shotgun Start)
 - Hosted at McNary Golf Course, featuring lunch and a raffle.
- **Live Showcase Music & Beer Garden** (May 15, 11:00 AM – 10:00pm | Music starts at 5:30 PM)
- **Cornhole Tournament** (May 15-16)
 - A two-day tournament with cash prizes for winning teams.

EXECUTIVE BOARD

Jeremy Turner

Louis Risewick

Jane Lowery

Jonathan Thompson

Tami Levin

DIRECTORS

Alex Aguilar

Jenn Benavidez

Brian Canini

Misti Cook

Darrell Fuller

Mike Gatchet

Dave Walery

503.393.9111

info@KeizerChamber.com

[@KeizerChamber](https://www.instagram.com/KeizerChamber)

- **Live Showcase Music & Beer Garden May 14th-May 17th, 2026**
 - Showtimes vary each day. Performing no later than 11pm Friday & Saturday May 15th & 16th 2026.
- **KeizerFEST Bloomin' Iris Day Parade May 16th, 2026**
 - KeizerFEST Parade showcasing businesses, non-profits, schools, and kid's sports groups.
 - The entire town comes out to watch the parade from 10am-12pm from Lockhaven to Glynbrook down River Rd. Disbandment is Glynbrook to Plymouth.
- **Crown the Hound May 17th, 2025, 1-2pm 2025**
 - Bring your furry friends down to the KeizerFEST grounds to find out who wears the Crown.
 - Next to the Main tent. Free to participate.
- **Keizer Art Fair (May 15-17)**
 - Hosted by the Keizer Art Association along the riverside walking trail.
- **Community-Wide Church Service (May 17, 9:00 AM - 12:00 PM)**
 - Led by Crossroads Fellowship with music from local church worship bands.
- **KeizerFEST 5K May 17th, 2026, 9am to Finished Keizer Rapids Walk/ Run Path.**
 - KeizerFEST 5K run is back. Get registered online through our website. Enjoy a beautiful walk/run around the gorgeous Keizer Rapids Park.
 - Prizes for the fastest runners!
- **Teen Talent Showcase (May 17, 1:00 PM - 3:00 PM)**
 - In partnership with Valor Mentoring and McNary APT, featuring cash prizes.
- **Family Fun in the Sun (May 17, 10:00 AM - 3:00 PM)**
 - Final day of the carnival, vendors, exhibitors, and live music.

Location of Events: Keizer Rapids Park & McNary Golf Club

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The festival's main hub will be Keizer Rapids Park, featuring the carnival and evening live music events at the Entertainment Tent. The Committee requests an extension of and use of the following:

- **Friday, May 15 & Saturday, May 16:** Until 12:00 AM (to allow band breakdown)
- **Placement of a 150x50 entertainment tent** with speakers directed toward the river to mitigate noise impact.
- **Designated smoking areas** monitored by security, with fire extinguishers on-site.
- **Use of generators** for food vendors, exhibitors, and carnival rides.
- **Removal of attendance limits** to accommodate an estimated 20,000 attendees.
- **Event fees** to help cover security, entertainment, and logistics:
 - \$10 cover charge (Thursday-Saturday)
 - \$10 per adult / \$5 per child for the Thursday Community Meal
 - Consideration of financial hardship cases (not publicly advertised)

Parking, Transportation & RV Parking

A designated parking lot will be established near the event site off Chemawa Rd. Parking will operate during festival hours, with designated spaces for ADA parking and ride-share services.

Promotional Event Signage & Banners

The KeizerFEST Marketing Committee will place banners and signs throughout the city, including River Road, Lockhaven Dr., and at Keizer Rapids Park. Promotional materials will be displayed from April 28 – May 18, 2026.

Permits & Agency Approvals

The Keizer Chamber of Commerce will secure necessary permits through OLCC and Marion County Health Department. We request the city's approval for alcohol service at the park during KeizerFEST.

Security & Safety Measures

- **Creative Security** has been contracted for crowd control and overnight security.
- **Incident Command Plan** developed in coordination with the Keizer Police Department and Keizer Fire District, including an onsite command center.
- **Volunteer teams** will assist with the event oversight.

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4118 River Road N
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Dear Mayor Clark, Council President Starr, City Councilors, and City Manager Adam Brown,

The Keizer Chamber and KeizerFEST Committee successfully relocated the festival to Keizer Rapids Park three years ago, leading to record-breaking attendance, vendor participation, and an award-winning status in Oregon. This success was made possible by the unwavering support of the City of Keizer and our sponsors.

Given the significance of this event, we kindly request a full waiver of all fees associated with KeizerFEST. A waiver would allow us to allocate funds toward securing top-tier live entertainment, improving festival grounds, and enhancing the overall attendee experience.

We deeply appreciate your continued support. Should you have any questions regarding this request or the accompanying documents, please do not hesitate to reach out.

***Warm Regards,
KeizerFEST Committee
Dan Clem
Executive Director, Keizer Chamber of Commerce***

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[@KeizerChamber](#)



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: Sunset of the Strategic Planning Work Group

Proposed Motion

I move that the Keizer City Council sunset the Strategic Planning Work Group.

I. Summary

In the summer of 2025, the City Council appointed a three-member Strategic Planning Work Group to finalize the Strategic Plan for Council approval. Led by Councilor Christopher, with Councilors Juran and Starr, the group completed their work on December 5, 2025. The Strategic Plan was adopted on February 2, 2026. With the plan now finalized and adopted, it is appropriate to consider sunsetting the work group.

II. Background

- A. The Strategic Plan Work Group met on November 13, 2025 and December 5, 2025.
- B. The Council received the draft Plan from the work group and reviewed it during a work session on January 26, 2026.
- C. The Council adopted the Strategic Plan on February 2, 2026.

III. Current Situation

- A. With the Strategic Plan now finalized and adopted, it is appropriate to consider sunsetting the Work Group.

IV. Analysis

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - Does not apply.
- C. **Timing** - The Strategic Planning Work Group has completed its work.

- D. **Policy/Legal** - The Strategic Plan Work Group was created by the City Council by motion and can be eliminated or altered by the City Council by motion.

V. Alternatives

- A. Sunset the Strategic Plan Work Group.
- B. Take no action and allow the Strategic Plan Work Group to continue.

VI. Recommendation

Staff recommends that the City Council consider whether to sunset the Work Group and, if so, take formal action to do so by motion.

Attachments

None



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Keare Blaylock, Public Works Director
Subject: Pedestrian Flag Program

Proposed Motion

I move that the City Council approve the Multimodal Safety Committee's recommendation to allow community members to implement the Pedestrian Flag Program in the public right-of-way with Public Works' approval.

I. Summary

The Pedestrian Flag Program is a community-led initiative that aims to increase pedestrian safety and empower residents to take an active role in creating a more walkable, connected community. Upon successful completion of a pilot study, the Multimodal Safety Committee recommended that staff perform a risk assessment and make a recommendation to the City Council on whether this program should be implemented.

II. Background

- A. The Pedestrian Flag Program works by placing high-visibility flags at marked crosswalks to serve as a visual 'hello' to drivers, helping pedestrians stay seen while crossing busy intersections. In locations where the program is implemented, pedestrians are able to pick up a flag from a container (usually mounted on a pole near a legal crosswalk), carry it while crossing a street to increase their visibility, and then deposit it in a container on the opposite side.

The idea for a Pedestrian Flag Program in Keizer was brought to the Multimodal Safety Committee by Keizer resident Brenda Lamb and was supported by Tammy Saldivar. The Committee requested a pilot study of the program which took place at two mid-block crosswalk locations: Chemawa Rd near Keizer Rapids Park and Keizer Rd near Kennedy Elementary (see attached pictures). The flags were installed and operated over a six-month period (Jun-Dec, 2025). Ms. Lamb performed routine monitoring of the flag stations and conducted surveys and outreach to other neighborhood associations to gauge interest in participation.

- B. There is peer-reviewed research available on the use of pedestrian crossing flags. The University of Nevada Las Vegas conducted a study in 2019 that is accessible at

this [website](#). The study concluded that drivers were significantly more likely to yield if the pedestrian waiting to enter the roadway was carrying a Pedestrian Crossing Flag.

- C. Staff reviewed the results of the pilot study and received input from CIS to evaluate risk. The program and application were modified to address the concerns.

III. **Current Situation**

- A. In January 2026, the Multimodal Safety Committee supported a motion recommending that staff evaluate the program and seek Council approval to implement the program on a continuing basis.
- B. Staff is supportive of the program if the locations are approved by the City, and it is administered completely by the neighborhood associations. Locations can be submitted for approval through the Neighborhood Association. The Neighborhood Association will provide flags, and we will allow them to mount the holder to a street pole within the right-of-way near the crosswalk. Staff does not have the capacity to administer the program with the existing resources, but if the Neighborhood Associations wanted to bear that responsibility, it would be acceptable.

IV. **Analysis**

- A. **Strategic Impact** - To strategic plan impact.
- B. **Financial** - There is no financial impact; applicants are responsible for the full cost of all program materials and supplies.
- C. **Timing** - NA
- D. **Policy/Legal** - NA

V. **Alternatives**

- A. Approve the implementation of the Pedestrian Flag Program.
- B. Take no action. The Pedestrian Flag Program will not be implemented, and the pilot project will be discontinued.

VI. **Recommendation**

Staff recommends the Council support the Multimodal Safety Committee's request to implement the Pedestrian Flag Program.

Attachments

1. 2026-03_Keizer Pedestrian Flag Program w App
2. PIC_CC_Pedestrian Flag Program Pilot Photos_3 2026

Keizer Pedestrian Flag Program

Drivers often do not see a pedestrian who is waiting to cross the street at intersections. A flag would communicate this intention and attract the driver's attention.

NOTE:

- The flags are a visibility aid used to draw attention to legal crossings.
- Flags are not a traffic control device.
- Flags are not to be used as a crossing guard flag.

City of Keizer Program Requirements:

All flag locations must be pre-approved by Public Works.

- Flags shall only be placed at a marked crosswalk.
- Flags shall only be placed on streets designated as Local or Collector (per the Keizer Transportation System Plan) that have a speed limit of 30 mph or less.
- Flags cannot be placed at an intersection controlled by traffic control devices other than crosswalks.
- Flags and holders cannot block any signs or create a vision clearance hazard.
- Flags/holders cannot be attached to sign posts or utility poles without prior approval by the City.

Applicant/Sponsor Responsibilities:

Applicant/Sponsor must be an individual that can be reached by the City (i.e., group applications will not be accepted).

- Provide (create and/or purchase) all program materials including posts, flags, holders, signs, and accessories.
- Frequently monitor flags to ensure they are continuously available and maintain program materials (replace any missing, worn, or damaged posts, flags, holders, signs, and accessories).
- Provide contact information on the holders for users to report problems or provide feedback.
- Place a safety warning and instructions on the flag holder to explain how to use the flags to get the attention of drivers (language is provided in the application).

Application Process:

- Fill out the application completely.
- Bring the completed application to the Multi-Modal Safety Committee (MMSC).
Do not submit the application ahead of the meeting.
- MMSC will review the application for completeness and recommend location.
- Application will be given to city staff to approve location.
 - o Email will be sent to the applicant indicating approval of location.
 - o Turn-around time for application once sent for approval is 2 weeks.

Safety Note: Please remember that the flag is an aid to enhance visibility but does not guarantee that a vehicle will stop for you. Always use caution when crossing a street.

Disclaimer: No location approval is guaranteed. City reserves the right to remove permission for the crossing if deemed to be unsafe or fails to be maintained by the applicant.

Recommendation: label each flag with location and name of applicant/sponsor

Keizer Pedestrian Flag Program Application

Name of Applicant (sponsor): _____

Organization (if applicable): _____

Phone number of Applicant: _____

Email of Applicant: _____

Proposed location of flags (which two streets) or describe location if midblock:

Which street will be crossed: _____

DESCRIPTION OF FLAGS TO BE USED

- color, size and material of flag:

- size and material of pole attached to flag:

DESCRIPTION OF FLAG HOLDER

Describe what the flags will be held in and where the holder will be placed.

Start date of flag program at this location: _____

INSTRUCTIONS TO INCLUDE AT FLAG HOLDER:

**SAFETY WARNING: This is a visibility aid only. Cars may not stop for flags.
Always use caution when crossing the street!**

1. Grab a flag from the bucket when you want to cross the street.
2. Look both ways before you cross, to see if there are any cars approaching.
3. Wait for any oncoming cars to pass by or come to a complete stop. Only cross when it's safe.
4. Use the flag to help you cross safely and visibly.
5. Place the flag in the bucket on the other side so someone else can use it to cross going the other direction.

Call: [insert Applicant Name] at [Applicant phone #] to report issues with this Pedestrian Flag station, or use the QR code.

Document date: 03/2026

Pedestrian Flag Program

Pilot Project Photos: Chemawa Rd near Keizer Rapids Park



Pilot Project Photos: Keizer Rd near Kennedy Elementary

