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AGENDA

KEIZER CITY COUNCIL

REGULAR SESSION

Tuesday, September 3, 2024

7:00 PM

**Robert L. Simon Council Chambers
Keizer, Oregon**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. FLAG SALUTE**
- 4. SPECIAL ORDERS OF BUSINESS**
 - a. Proclamation - National Hispanic Heritage Month**
 - b. Proclamation - Constitution Week**
- 5. COMMITTEE REPORTS**
 - a. Volunteer Coordinating Committee Recommendations for Appointments - Keizer Public Arts Commission, Parks and Recreation Advisory Board, Budget Committee, Planning Commission and Youth Councilor.**
- 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. PUBLIC HEARING**
- 8. ADMINISTRATIVE ACTION**
 - a. Event Center Use Fee Waiver - Keizertimes - Candidate Debate**
 - b. Event Center Use Fee Waiver - Soaring Heights Recovery Homes - Second Annual Vision Dinner**
 - c. Event Center Use Fee Waiver - Marion County Re-entry Initiative Breakfast**
 - d. ORDINANCE - Establishing Keizer Parks Regulations; Repealing Ordinance No. 2023-869**

- e. **RESOLUTION** - Authorizing the City Manager to Enter Into Agreement for Exhibition of City-Owned Property With Keizer Heritage Museum
- f. **RESOLUTION** - Approving the Municipal Court Judge Observation Form
- g. **RESOLUTION** - Authorizing the City Manager to Sign Settlement Agreement and Release of Claims and Authorization and Release Agreement With Current and Former Public Employee Retirement System (PERS) Tier 1 and Tier 2 Employees
- h. Presentation on Artificial Turf Field Fees
- i. **RESOLUTION** - Authorizing City Manager to Sign Criminal Justice Commission Organized Retail Theft Grant Agreement ORT-25-08

9. **CONSENT CALENDAR**

- a. Approval of August 19, 2024 City Council Regular Session Minutes
- b. **RESOLUTION** - Declaring the City's Intent to Initiate a Street Lighting Local Improvement District (Bohlander Meadows) and Directing the City Engineer to make a Survey and file a Written Report with the City Recorder.
- c. **RESOLUTION** - Amending the Traffic Safety/Bikeways/Pedestrian Committee; Amending Resolution No. R2012-2256; Repealing Resolution R2023-3403

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, September 9, 2024 - 6:00 p.m.

City Council and Parks and Recreation Advisory Board Joint Work Session - Parks Tour

Monday, September 16, 2024 -5:30 p.m.

City Council Work Session - League of Oregon Cities 2025-2026 Legislative Priorities Discussion

Monday, September 16, 2024 - 7:00 p.m.

City Council Regular Session

Monday, September 23, 2024 - 6:00 p.m.

City Council and Community Diversity Engagement Committee Joint Work Session

14. **ADJOURNMENT**

City of Keizer Mission Statement

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

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



Proclamation

WHEREAS, the theme for the 2024 Hispanic Heritage Month observance as announced by the National Council of Hispanic Employment Program Managers is: “Pioneers of Change: Shaping the Future Together” and,

WHEREAS, the theme encapsulates the spirit of innovation, resilience, and unity that define the Hispanic experience; and,

WHEREAS, Yvete Delgado, Senior Diversity and Inclusion Specialist in the Office of Minority and Women Inclusion at the Federal Housing Finance Agency submitted the winning theme, stating “The theme recognizes all the Hispanics/Latinos who have been trailblazers and game changers; paving the way for future generations.”; and,

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

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

NOW, THEREFORE, I, Cathy Clark, Mayor of the City of Keizer, together with the Keizer City Council assembled in Regular Session, do hereby proclaim September 15 through October 15, 2024 as

HISPANIC HERITAGE MONTH

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer to be herein affixed this 3rd day of September 2024.

MAYOR CATHY CLARK
City of Keizer, Oregon



Proclamation

WHEREAS, The Constitution of the United States of America embodies the foundational principles of limited government in a Republic dedicated to rule by law; and,

WHEREAS, September 17, 2024, marks the two hundred and thirty--seventh anniversary of the Constitutional Convention in 1787, at which the Constitution of the United States was written; and,

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document upon its anniversary, and to read it to remember how our government was established and the freedoms it guarantees; and,

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week.

NOW, THEREFORE, I, CATHY CLARK, Mayor of the City of Keizer, together with the Keizer City Council assembled in Regular Session, do hereby proclaim the week of September 17 through September 23, 2024 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals the Framers of the Constitution by being vigilant in protecting our liberty.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer to be herein affixed this 3^d day of September 2024.

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: Appointments to Various Boards and Commissions

Proposed Motion

I move the City Council accept the recommendations of the Volunteer Coordinating Committee and appoint Becka Brisbin to Position #2 of the Keizer Public Art Commission for a term expiring June 30, 2026, Kim Steen to Position #3 of the Keizer Public Art Commission for a term expiring June 30, 2027, Jill Gust to Position #7 of the Parks and Recreation Advisory Board for a term ending December 31, 2024, Susan London to Position #6 of the Budget Committee for a term ending August 31, 2027, Jonathan Thompson to Position #7 of the Budget Committee for a term ending August 31, 2027, Lindsey King to Position #6 of the Planning Commission for a term expiring September 30, 2027, and Frank Hostler to Position #7 of the Planning Commission for a term expiring September 30, 2027, and Ma'Layah Latty-Farrar to the City Council as a Youth Councilor for the 2024/2025 School Year.

I. Summary

The Volunteer Coordinating Committee met on August 22, 2024, to review and interview applicants for openings on the Keizer Public Arts Commission, the Parks and Recreation Advisory Board, Budget Committee, the Planning Commission and Youth Councilor.

II. Background

- A. The Volunteer Coordinating Committee serves in an advisory capacity to the City Council and is responsible for making recommendations for appointments to various Boards and Commissions. The Committee is also responsible for the recognition of City volunteers.

III. Current Situation

- A. The openings have been advertised, applications collected and the Volunteer Coordinating Committee has interviewed candidates for the various openings. They have made the following appointment recommendations for the City Council's consideration: Becka Brisbin to Position #2 of the Keizer Public Art Commission for a term expiring June 30, 2026, Kim Steen to Position #3 of the Keizer Public Art

Commission for a term expiring June 30, 2027, Jill Gust to Position #7 of the Parks and Recreation Advisory Board for a term ending December 31, 2024, Susan London to Position #6 of the Budget Committee for a term ending August 31, 2027, Jonathan Thompson to Position #7 of the Budget Committee for a term ending August 31, 2027, Lindsey King to Position #6 of the Planning Commission for a term expiring September 30, 2027, and Frank Hostler to Position #7 of the Planning Commission for a term expiring September 30, 2027, and Ma'Layah Latty-Farrar to the City Council as a Youth Councilor for the 2024/2025 School Year.

IV. Analysis

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

B. **Financial** - N/A

C. **Timing** -

A. The Keizer Public Arts Commission currently has openings for Position #2 and Position #3. Position #2 is open due to a resignation and the term for that position will expire on June 30, 2026. Position #3 is open due to an expired term and that position's new term will expire on June 30, 2027.

B. The Parks and Recreation Advisory Board has an opening for Position #7 due to a resignation. The term for Position #7 will expire on December 31, 2024.

C. The Budget Committee currently has openings for Position #6 and Position #7 due to terms expiring on August 31, 2024. The new terms will expire on August 31, 2027.

D. The Planning Commission currently has openings for Position #6 and Position #7. The incumbents do not wish to serve another term. The terms for the Positions end on September 30, 2027.

E. The City Council has an open position for a Youth Councilor for the 2024/2024 school year.

D. **Policy/Legal** - The City Council approves all recommendations for appointments to boards and committees.

V. Alternatives

A. Approve appointments.

B. Not approve appointments.

VI. Recommendation

Staff recommends the City Council accept the recommended appointments from the Volunteer Coordinating Committee.

Attachments

None

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



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Tim Wood, Assistant City Manager
Subject: Event Center Use Fee Waiver - Keizertimes - Candidate Debate

Proposed Motion

I move the City Council approve the requested waiver of the Event Center use fees of \$700 for the Keizertimes - Candidate Debate Event on October 22, 2024.

I. Summary

Keizertimes is hosting a Keizer candidate debate and is requesting a waiver of the Event Center use fees. The debate is open to the public and scheduled for October 22, 2024 from 6:00 pm to 10:00 pm. The event will be held in a medium-sized room, with use fees totaling \$700 and a refundable deposit of \$750.

Staff will be required to set up the room prior to the event, cover during the event, and then clean/restore the room after the event. The approximate staff time is 6 hours, totaling \$300.

II. Background

- A. The City received a completed event center use agreement on June 18, 2024 for the October 22, 2024 event.
- B. This is the first time Keizertimes has hosted a candidate debate at the Keizer Event Center.
- C. The debate is open to the public.

III. Current Situation

- A. 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 financial impact of this request is a reduction in use fee income of \$700 for the Event Center.
- C. **Timing** - The event is scheduled to occur on October 22, 2024 from 6:00 pm to 10:00 pm.
- D. **Policy/Legal** -
Resolution R2024-3435 - Adopting Use Policies and Rates for the Keizer Event Center: Repealing Resolution R2023-3423, indicates that the City Council may reduce or waive rates, deposits or other costs for certain uses if, in the Council's sole discretion, the use is a significant benefit to the Keizer community considering such factors as the City's fixed and non-fixed costs, staff resources, wear and tear on the facility, and other factors deemed appropriate by Council. The Oregon Secretary of State's guidance on restrictions of political activity by public employees allows for a neutral forum with equal access as long as employees remain impartial.

V. Alternatives

- A. Approve the waiver of the Event Center use fees of \$700.
- B. Take no action and the City will charge the applicable use fees for access to the Event Center.

VI. Recommendation

Staff recommends the City Council approve the requested waiver of the Event Center use fees of \$700.

Attachments

1. LTR_CC_Keizertimes Event Center Use Fee Waiver Request_08 19 2024
2. ORD_CC_R2024-3435_2023-01-02 - Adopting Use Policies and Rates for the Keizer Event Center_09 03 2024
3. Restrictions on Public Employees for Political

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

Hello,

The Keizertimes newspaper is a locally-owner community paper with a proven track record of delivering consistent news about local events without bias or opinion in its writing.

We would like to hold the free debate as a way to provide Keizerites better insight into each candidate allowing residents who attend or view the debate to become more politically informed about who is vying for leadership positions within the city.

We are requesting a fee waiver as this debate is a benefit for the community to attend and hear how each candidate stands on the issues important to Keizer citizens. This waiver would aid in keeping this event within the control of Keizertimes and would disallow biased individuals or businesses from having undue say with how the event is prepared.

We are a local paper with limited funds, therefore, a fee waiver would guarantee that residents get the chance to hear what all candidates have to say at a single time.

We appreciate your understanding and hope to work with you in the future.

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
11
12
13
14
15

Anthony Clark
Mayor

Dawn Wilson
Deputy City Recorder

Restrictions on Political Advocacy by Public Employees

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Secretary of State

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Contents

Using this Manual	3		
Who Must Comply with ORS 260.432?	4		
Appointed Board Members and Commissioners	4	Persuasive or Minimizing Language and	
Salaried and Hourly Employees	5	Images/Graphics	17
Volunteer Personnel at a Public Agency	6	Commonly Used Words or Phrases & Alternatives	18
Government Contractors	6	Unbalanced Language or Content	18
National Voter Registration Act (NVRA) and ORS 247.208(3)	6	Enforcement	18
		Who is Liable	18
Overview of Common Activities	7		
Notice to Public Employees	7		
Use of Public Employee Title	7		
Public Employers Discussing Possible Effects of a Measure with Public Employees	8		
Distribution of Political Material within an Agency	8		
Political Buttons and Clothing	8		
Uniforms	8		
Union Bulletin Boards	8		
Campaign Signs	9		
Public Records	9		
Agency Interaction with Media	9		
Guest Opinions or Letters to the Editor	10		
Contact Lists	10		
Emails	10		
Websites	10		
Social Media	11		
Images	11		
Verbal Communication	11		
Public Presentations and Speeches	12		
Meetings	12		
Forums/Debates	12		
Advertising	12		
Video and Audio Productions	13		
Scheduling Political Appearances	13		
Visits to a Public Agency	13		
Voters' Pamphlet	13		
Postcards	13		
Government Logos	13		
Government Letterhead	14		
State Seal	14		
Resolutions (vote taken) by Elected Governing Body	14		
Petitions and Measures	14		
Ballot Titles	15		
Explanatory Statements	15		
Legal Challenges	15		
Legislation and Lobbying	15		
Advising Elected Official on Appointments	15		
Review of Public Agency Material	15		
Submitting Documents for Review	15		
Review Process	16		
Review Criteria	16		
Vote Yes/No	17		
Balance of Factual Information	17		
Description of Cost	17		

Icons

The following icons are used in this manual to emphasize information:


alert icon

indicates alert; warning; attention needed


info icon

indicates additional information


deadline icon

indicates a deadline


example icon

indicates an example


form icon

indicates a reference to a form


search icon

indicates information located elsewhere

Assistance

If you have any questions about the material covered in this manual or need further assistance, please contact:

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tty 1 800 735 2900 for the hearing impaired

Fax 503 373 7414

Using this Manual

This manual sets forth allowable and restricted political activities by public employees, consistent with ORS 260.432 *et seq.*, and advice from the Attorney General. Any conflict between this manual and ORS 260.432 must be resolved in favor of the statute. This manual is adopted by Oregon Administrative Rule (OAR) 165-013-0030 and violations of this rule are to be enforced as violations of ORS 260.432. Examples and lists are used for illustrative purposes only and are not meant to be exhaustive or exclusive. Also included is information about the Elections Division's prior review process and obtaining safe harbor approval for documents and other materials prior to publication or distribution.

Essentially, public employees may not engage in certain political activity prohibited under ORS 260.432 while on the job during working hours or when acting in their official capacity. This manual details what it means to promote or oppose, and when a public employee is considered to be "on the job during working hours." An Oregon Attorney General opinion dated October 5, 1993 states:

"Public bodies may use public funds to inform voters of facts pertinent to a measure, if the information is not used to lead voters to support or oppose a particular position in the election. However, we also have pointed out that 'informational' material may be found to 'promote or oppose' a measure even if it does not do so in so many words if the information presented to the public clearly favors or opposes the measure and, taken as a whole, clearly is intended to generate votes for or against a measure."

Who Must Comply with ORS 260.432?

All non-elected public employees are prohibited from engaging in political activity proscribed by ORS 260.432. No person, including elected officials or a public employer, may direct a public employee to engage in certain political advocacy proscribed by the statute.

Federal employees, including persons principally employed by state or local executive agencies in connection with programs financed in whole or in part by federal loans or grants, are covered by the federal Hatch Act, which is administered by the U.S. Office of Special Counsel.

Candidates and Elected Officials

An elected official may engage in political activity during work time. Elected officials are not considered public employees for purposes of ORS 260.432. An individual appointed to fill a vacancy in an elective public office is considered an elected official for purposes of this statute.

Elected officials cannot request that public employees who are on the job during working hours or acting in an official capacity engage in political advocacy prohibited under ORS 260.432. A request made by an elected official is considered a command.

An elected official's quote, opinion piece, letter or speech advocating a political position may be published in a public agency's newsletter or other publication produced or distributed by public employees so long as public employees did not alter or edit the content in any substantive way. Equal access must be granted to any individual, person seeking appointment, nomination or election to public office or political committee.



See Material Produced by Public Agencies, page 12.

See [Voters' Pamphlet, page 13](#), for an exception to this standard.

Public employees may not prepare material that promotes or opposes certain matters set forth in ORS 260.432, including but not limited to the text for a speech, a press release, constituent mail that advocates a vote, candidate filing forms, voters' pamphlet filing forms, file contribution and expenditure transactions online, etc. during their work time.

An elected official, as part of a governing body, may vote to support or oppose a measure under consideration for referral. The elected official may publicly discuss the vote. Elected officials may not use public employee staff time to develop political advocacy proscribed by ORS 260.432, except for administrative functions.

Appointed Board Members and Commissioners

ORS 260.432 applies to all appointed board and commission members when they are acting in their official capacity. This includes, but is not limited to, attending a meeting of the board or commission, working on a duty assigned by the board or commission, working on official publications (including website materials) for the board or commission, or when appearing at an event in an official capacity.

Appointed board or commission members may use their titles to engage in political advocacy (including endorsing people seeking appointment, nomination or election to public office, measures, etc.) as long as they are not on the job during working hours or acting in an official capacity when making the endorsement or authorizing use of their title.



A candidate approaches a planning commission board member and asks for their endorsement. The candidate asks if they can use the board member's title, and the board member agrees. This is allowable if the board member was on their personal time when they authorized the endorsement.



A candidate, attending a planning commission meeting, asks the board members for an endorsement and some board members agree. The board members are not allowed to do this because they are at a meeting and therefore acting in an official capacity.



See [Use of Public Employee Title on page 7](#) for more information.

Salaried and Hourly Employees

Hourly employees' work time includes any time they are "on the job during work hours" which includes any time for which the employee is compensated, minus breaks and lunch periods protected by labor laws. This includes, but is not limited to, regular work hours, overtime, travel or conferences. Activities associated with attending a conference, such as award dinners or other sponsored events, could qualify as being "on the job during working hours" and are subject to the provisions of ORS 260.432.

Salaried employees' work time is not as easily measured as hourly workers. When a salaried employee is acting in their official capacity ORS 260.432 prohibitions apply regardless of the time of day or location.

If a salaried employee applies for expense reimbursement for a function or event, the employee is deemed to be on the job during working hours for the applicable time period. A regular workday may not be definable for a position, or may not have a specific time period or schedule. Whether the employee is on the job during work hours is determined by the activities performed and whether the person is acting, or appears to be acting, in an official capacity.

It is a good practice for salaried employees to keep personal notes to record when they are on or off duty. During public appearances, the employee is encouraged to specifically announce to the audience that they are not acting in their official capacity. However, such an announcement would not negate a subsequent statement or action that indicates the public employee is acting in his or her official capacity (such as handing out official publications, or speaking on behalf of the public agency).

Certain activities that are always undertaken in an official capacity (regardless of time of day or location) and are therefore subject to the provisions of ORS 260.432 include:

- Drafting material for, or approving material, to be posted on an official website;
- Drafting or distributing an official publication from the public agency; and
- Appearing at an event as a representative of a public agency.

ex If a salaried police officer attends a meeting about a bond measure on their own time (i.e. while not "on duty") and advocates for the measure, the officer should announce to the audience that they are appearing in their capacity as a citizen, and are not representing the police department.

However, if the police officer hands out official publications from the public agency, the police officer would be acting in their official capacity (despite their previous announcement) and would be subject to the requirements provisions of ORS 260.432.

ex A school superintendent acts in their official capacity at all school board meetings and school functions.

Public employees have the right to participate in political activity on their own time. A public employee is not on the job during working hours or acting in their official capacity solely because they may be subject to a call back to duty at any time.

 See [Use of Public Employee Title on page 7](#) for more information.

Volunteer Personnel at a Public Agency

Volunteers, other than members of appointed boards or commissions, receiving no compensation are not considered public employees and therefore are not subject to the provisions of ORS 260.432(2) which prohibits public employees from engaging in political advocacy while on the job during working hours or in their official capacity. However, all persons are subject to the provisions of ORS 260.432(1) which prohibits anyone from directing a public employee to engage in prohibited political advocacy set forth in the statute. Workers' compensation coverage is not considered compensation.

Volunteers may be bound by the policies of the public agency. The policies may include limits on political advocacy during their volunteer activities as well as limits on access to agency resources for advocacy purposes. While a volunteer will not be liable under ORS 260.432, a public employee may violate if the public employee directs a volunteer to engage in political advocacy.

ex If a public employee directs a volunteer to generate and distribute a flyer advocating for or against a measure, this would constitute a violation of ORS 260.432 on the part of the public employee.

Government Contractors

Public employees may not direct government contractors to engage in prohibited political activity as part of the contracting service.

Contractors are bound by the policies of the agency and the terms of the contract. A public employee may be liable under the statute if they direct a contractor to engage in prohibited political advocacy.

ex A school district may hire a public relations firm to help communicate with the public about an upcoming measure. If the public relations firm drafts material to be approved and disseminated by public employees, the material must be impartial. If the material is violative of ORS 260.432, the public employee who approved it would be liable.

National Voter Registration Act (NVRA) and ORS 247.208(3)

While the restrictions imposed under ORS 260.432 apply generally to all public employees, ORS 247.208(3) imposes a separate and rigorous set of restrictions that apply only to persons who provide voter registration services required under the National Voter Registration Act (NVRA). NVRA is a federal law enacted by Congress in 1993.

Public employees or other persons providing NVRA-required voter registration services on behalf of a designated agency may not:

- seek to influence the political preference or party registration of a person registering to vote;
- attempt to or actually discourage a person from registering to vote;
- display any indications of political preference or party allegiance (including the choice of people seeking appointment, nomination or election to partisan political office);
- make any statement or take any action while assisting a person with voter registration that would lead the person to believe the voter registration has any bearing on the availability of services or benefits;
- seek to induce any person to register to vote or to vote in any particular manner.

These restrictions prohibit public employees from wearing political buttons while performing NVRA services, which is more restrictive than the general rule set forth on [page 8](#).

Q See OAR 165-005-0070 for detailed guidelines.

Overview of Common Activities

Essentially, public employees may not use their work time to engage in certain types of political advocacy. This applies only to activities restricted by ORS 260.432, such as supporting or opposing measures, a person seeking appointment, nomination, or election to public office, recalls, political committees or petitions. The following are examples of when provisions of ORS 260.432 begin and cease to apply:

- for initiative, referendum and recall petition efforts, as soon as a person is considering filing a prospective petition or actually does file a petition with the appropriate elections filing officer (for a statewide initiative, this is the date the sponsorship prospective petition is filed) and ending on the date the petition is withdrawn or otherwise becomes void;
- for a ballot measure, as soon as the measure is referred to the ballot by a governing body (district, city, county, state) or is otherwise certified to the ballot and ending at 8:00 pm on the date of the election at which the measure is being voted on. A county, city or district measure is certified to the ballot when the elections official files the referral with the county election office;
- when a person seeks appointment, nomination, or election to public office and ending when the person is no longer seeking public office; and
- for political committees, whenever the political committee is active regardless of whether the committee is registered on ORESTAR and ending on the date the political committee is discontinued.



The prohibitions may begin to apply again immediately after an election.

An elected official or public employer may not require or direct public employees to prepare or distribute advocacy materials, or otherwise engage in prohibited political advocacy while on the job during working hours or while acting in their official capacity. Oregon election law does not specify any amount of work time that may be used before a violation occurs. Accordingly, a public employee may be found in violation even if they used a minimal amount of work time.

Notice to Public Employees

Public employers are required to post a notice to employees about the requirements of ORS 260.432 in a conspicuous place.



Visit the Elections Division's website to obtain a flyer for posting.

Use of Public Employee Title

Public employees may use their work title in political advocacy so long as the title is the only indication that the public employee is acting in an official capacity. Use of a title may give the impression that a public employee is acting in an official capacity, so public employees should exercise caution. Public employees may not always have control over whether people or political groups add their title to a publication.



A public employee, after work on personal time, is asked whether they are willing to endorse a candidate with the purpose of including the endorsement on the candidate's website. The public employee agrees. Regardless of whether the candidate adds the title of the public employee on their own or whether the public employee specifically agrees for their title to be included, this is not prohibited by ORS 260.432 because the endorsement occurred after hours and the title is the only indication that the public employee may be acting in an official capacity. However, ORS 260.432 prohibits a public employee from discussing or agreeing to endorse a candidate while on the job during work hours or in their official capacity.

Public Employers Discussing Possible Effects of a Measure with Public Employees

A public employer may tell employees about the possible effects of a measure so long as the information presented is impartial and balanced. Public employers may not encourage public employees to support or oppose the measure, implicitly or explicitly.



ORS 260.665 prohibits threatening loss of employment (or other loss) or offering a thing of value to induce someone to vote in a particular manner.

Distribution of Political Material within an Agency

Public employees may not distribute or post material that promotes or opposes certain political matters set forth in ORS 260.432 while on the job during work hours. However, public employees may, as part of their job duties, process and distribute incoming mail addressed to specific employees that contains such political advocacy.

Political material can be distributed within an agency if the person doing the distribution is not on the job, if other people would be granted such access, and the activity does not violate the applicable agency's policies.

Unions may distribute political materials to their members pursuant to their contract.



A teacher may place information about their candidacy for a local office in the boxes of the other teachers at the school so long as any other candidate who asked would be allowed to distribute materials into the boxes and the material was distributed during their personal time.



See [Email on page 14](#) regarding responding to or forwarding political emails.

Political Buttons and Clothing

Except as prohibited under the National Voter Registration Act (NVRA) and ORS 247.208(3), public employees may wear political buttons or clothing at work so long as it does not violate their employer's policy. However, a public employer may not request or require that public employees wear political clothing, buttons, or other accessories.

Uniforms

Generally, wearing a uniform while engaging in political advocacy is governed by the uniform policy of the public agency that issues the uniform. Wearing a uniform to a political event, or while giving a political presentation, is not prohibited by ORS 260.432, unless other elements of the presentation violate the statute. Public employees who wear uniforms and engage in advocacy should notify the audience that they are not acting in their official capacity.



If a salaried police officer attends a meeting about a bond measure in their official uniform, it is not necessarily a violation of ORS 260.432, unless they engage in some form of prohibited political advocacy while wearing the uniform. The officer should announce to the audience that they are there in their capacity as a citizen and are not representing the police department. However, if the police officer attends the meeting while in uniform and makes a statement showing support for the bond measure, this could constitute a violation of ORS 260.432.

Union Bulletin Boards

Public employee unions may have a designated bulletin board to post information. The location and contents of those bulletin boards are regulated by collective bargaining agreements and are not subject to the requirements of ORS 260.432. Unions may distribute political materials to their members pursuant to their contract.

Unions may email their members with political information so long as it does not require the employee to promote or oppose matters as prohibited under ORS 260.432 while on the job during working hours or while acting in their official capacity.



See [Emails on page 10](#) regarding responding to or forwarding political emails.

Campaign Signs

Public employees may generally have political stickers on their personal property or display political signs in their work area, as long as they do so on personal time and such action does not violate ORS 260.432 or any employer policy. Public employers are encouraged to have written policies about posting political material at work.

Oregon election law does not address the size, location or timing of political campaign signs. Depending on the context, the relevant local or state government agency may have ordinances or policies that address campaign sign matters.

Public employees may not display any indications of political preference or party allegiance or wear political buttons while performing NVRA services.

 See [National Voter Registration Act \(NVRA\)](#) on page 6 for signage rules specific to NVRA employees.

Public Property

If a governing body makes their property available for political events, they must grant equal access for all individuals, people seeking appointment, nomination or election to public office, and committees to use that same public property. This includes charging the same fee or requiring the same permit.

Public agencies may have policies that regulate the use of public property and/or other public resources. An agency's policy may be more restrictive than the requirements of ORS 260.432.

An elected official is not required to grant equal access to their office or equipment, even if it is in a public building.

 ORS 294.100 provides a limited remedy for possible inappropriate use of public resources. That statute is not within the jurisdiction of the Elections Division, and therefore we cannot give advice about compliance with that statute.

Public Records

Public agencies must grant equal access to public records. All persons should be charged according to the same fee schedule, if applicable.

Public employees may respond to public records requests with information that contains advocacy, but may not proactively distribute advocacy material in a manner prohibited by ORS 260.432.

 See [Websites](#) on page 11, for information about links to previously published materials.

Agency Interaction with Media

A spokesperson for an agency may respond to media inquiries about the possible effects of a measure or initiative so long as the information they provide is balanced and impartial. The public employee must not state or imply support or opposition.

A public employee may draft and distribute an impartial news release, but may not draft a news release promoting or opposing a resolution or political position on a measure.

Information that is entirely factual may nonetheless be considered advocacy if, for example, it omits the required cost information or indicates only what would happen if a measure passes and does not indicate what would happen if it does not pass.

 See [Resolutions \(Vote Taken\)](#) by an Elected Governing Body, page 14.

Guest Opinions or Letters to the Editor

If a public employee is asked in their official capacity to produce a guest opinion related to a ballot measure or a person seeking appointment, nomination or election to public office, the content must be balanced and impartial. A public employee may write a letter to the editor that contains political advocacy so long as they do so on their own time and not in their official capacity.

Contact Lists

Contact lists are considered public property if they are generated or supplied by a public agency. If contact lists are available to the public, a public employee must grant equal access to anyone who requests the list. This includes any list that the public body administers or maintains. The public body must charge the same fee, if any. This includes any list that the public body administers.

Candidates may use contact lists that they created themselves (including constituent contacts collected as an elected official) without granting equal access to other candidates.

ex This issue commonly arises with the use of personnel lists, public utility lists, email lists, voter lists, etc. Public bodies must allow equal access to these lists.

Emails

Elected officials can send emails that contain political advocacy to their employees, so long as they do not request the employees promote or oppose matters prohibited under ORS 260.432 while on the job during working hours or while acting in their official capacity. An elected official cannot require that public employees read or respond to any email that contains such political advocacy and cannot require them to engage in any sort of political advocacy. This includes requiring their attendance at a political event, wearing political attire or sharing political emails or content. Requests made by an elected official are considered a command.

- Public employees may open and read emails that contain political advocacy. They may not, while on the job during working hours, send or forward emails that promote or oppose matters prohibited under ORS 260.432, except as outlined below. A public employee may:
 - forward an email containing advocacy to their personal email;
 - unsubscribe or otherwise ask to be removed for an email list while they are on the job during working hours;
 - forward an email containing links to advocacy material only when that material is pertinent to the agency and the public employee does not provide commentary.

Agencies are advised to have a policy on use of government email that incorporates the requirements of ORS 260.432. Unions can email their members with political information so long as it does not require the employee to engage in political advocacy while on the job during working hours or while acting in their official capacity.

Websites

Material which promotes or opposes matters as prohibited under ORS 260.432 may not be posted by a public employee on a government website or blog unless it is part of an official function of the agency.

ex An elections website may contain voters' pamphlet information and a public agency may post information that is a record of a public meeting, even if such material contains advocacy.

Candidates and other political groups may link to government websites, but government websites may not contain links to advocacy prohibited material. A public employee could be considered to be acting in their official capacity, even during their personal time or when using personal equipment, when posting prohibited materials to an official agency website or social media account. This activity could constitute a violation of ORS 260.432. Government websites may contain public records about measures or people seeking appointment, nomination or election to public office. Those public records must be treated the same as other public records, which do not contain advocacy. Public records which contain advocacy cannot be proactively distributed or placed in a prominent location on a website when a measure or other restricted issue is pending.

Government agencies are advised to have a policy in place for their website that incorporates the requirements of ORS 260.432.

- ex** A city manager may produce a memorandum to the city council about the need for a possible future bond measure referral. If the city council refers the bond measure, then that memorandum cannot be proactively distributed after the measure is certified. The city could respond to a public records request for the memorandum or maintain it with, for example, the minutes for the meeting in an archival section of the website.

Social Media

Public employees may not post material to an official government social media account that contains political advocacy prohibited by ORS 260.432. This includes “re-tweeting” or sharing a post or news article that contains political advocacy. Posts or shared materials must meet impartiality requirements, even when sharing outside links, articles or materials.

If a government agency interacts with individuals, people seeking appointment, nomination or election to public office or political committees on social media the agency must ensure that they treat them equally and that any agency interaction remains impartial.

For instance, if an agency allows comments on social media posts, it must ensure that comments in support of and in opposition to the political issues are treated equally.

A public employee may be acting in their official capacity even during their own personal time or when using personal equipment, when posting prohibited materials to an official agency website or social media account. This activity could constitute a violation of ORS 260.432.

- ex** An official school district Facebook page posts a “get out the vote” message. Several people offer comments, both in support of and in opposition to, a school district bond measure that is on the ballot. ORS 260.432 prohibits the school district from deleting negative comments while maintaining positive comments. A school district may delete a comment opposing or promoting the measure if the comment violates school district comment policy.

Agencies are advised to have policies on use of government social media accounts that incorporate the requirements of ORS 260.432.

Images

The placement of an image can be as important as the image itself. An image that would not normally be persuasive on its own could urge support of or opposition to a measure, initiative, person seeking appointment, nomination or election to public office, or recall, depending on context.

Logos used as part of an agency’s normal activities are generally allowable under ORS 260.432, even if the image could be considered persuasive. Altered logos or images that are not used in the regular course of business may be violative of ORS 260.432.

- ex** A school bond measure is being considered in an upcoming election. The school district distributes a flyer with information about the measure. The logo used on the flyer is different than what is normally used for the school district and adds the phrase “For Our Future.” Since this image is not generally used by the district, it would fall under the requirements of ORS 260.432 and may be violative of ORS 260.432.

Verbal Communication

ORS 260.432 does not restrict the right of a public employee to express personal political views during their personal time. Further, it doesn’t prohibit a public employee from expressing personal political views during work time provided that a reasonable person would not infer that the employee’s opinion represents that of the public agency. However, a public employee may not express personal political views in a context that would lead

a reasonable person to infer that the employee's opinion represents that of the public employer or public agency.

-  A City Manager gives a presentation to staff about a pending measure. During the presentation, they say "I hope we all agree that it is important that this measure passes". That verbal communication would constitute a violation.
-  A city employee is speaking to their co-worker about a pending measure and expresses their personal political opinion about the measure. This would not constitute a violation because the co-worker could not infer that the employee's views represent that of the public agency.

Public Presentations and Speeches

A public employee cannot give a speech or presentation advocating a political position prohibited under ORS 260.432 if they are on the job during working hours or acting in their official capacity. An elected official may give political presentations and speeches, so long as no public employee contributes substantively to the material.

When making a presentation that contains political advocacy during non-work time, the public employee should announce that they are acting in their capacity as a private citizen. The employee should also document that they were not on the job during working hours or acting in their official capacity.

-  Employees may document that they are on personal time by keeping a log, payroll records that indicate when they were on the job, time off slips, etc.

Meetings

Public employees may attend meetings at which political issues are discussed, so long as they do not engage in prohibited political advocacy themselves while on the job during working hours or acting in their official capacity.

Public employees cannot be compelled to attend political presentations. If a public agency has a mandatory staff meeting and a political group is making a presentation, the agency must make it clear that attendance at the political presentation is optional. Public employees who do attend the political presentation must do so during personal time. Presentations promoting or opposing political matters set forth in ORS 260.432 should not occur in close proximity to events requiring public employee attendance.

Forums/Debates

A governing body may sponsor a forum or debate if it is open to all sides but it is not necessary that all sides attend. A forum to allow political proponents and opponents to debate may be held using public employee work time so long as equal access is granted.

Public employees may use work time to arrange the forum and may perform administrative support functions in conjunction with the forum or debate and may attend on work time.

-  All public employee involvement in the forum or debate must be impartial. Public employees may not draft or select questions for the forum or debate.

Advertising

Public agencies which raise funds through selling or hosting advertisements must grant equal access to any political group or person. The public body must charge the same fee, if any, to any individual, person seeking appointment, nomination or election to public office or political committee for the same level of advertising space or time.

Public employees, while on the job during working hours or acting in their official capacity, should not design an advertisement or verbally promote, sponsor or oppose a person seeking appointment, nomination or election to public office, political committee, measure, initiative or referendum at an event. A public employee may make edits to an advertisement that are administrative in nature, such as reviewing to ensure it will fit in the

designated space but must not make any substantive changes to the advertisement. Public agencies are advised to have written policies on advertising which incorporate the requirements of ORS 260.432.

Video and Audio Productions

Video and audio productions created or distributed by public employees must be impartial. Public employees may not make recordings that advocate a political message prohibited by ORS 260.432.

Public employees may not edit a video in a manner that promotes or opposes matters prohibited by ORS 260.432.

Public employees may broadcast videos of meetings for public access channels and post the videos on government websites, even if the videos contain advocacy. Posting excerpts of a meeting in a manner which promotes or opposes prohibited matters is violative of ORS 260.432.



ORS 260.432 does not prohibit a public employee from videotaping or recording a city council meeting and post it on the city's official website. It may be a violation of ORS 260.432 if a public employee records a presentation supporting a ballot measure and distributes the video in a manner that promotes or opposes a measure.

Scheduling Political Appearances

Public employees may maintain the schedule of a public official. Public employees may not solicit political scheduling opportunities for a public official but may respond to scheduling requests. Prohibited activities include, but are not limited to, organizing campaign events, communicating about political matters with the press or constituents, or initiating any other political activity on behalf of the official.

Visits to a Public Agency

A person seeking appointment, nomination or election to public office may request to visit a public agency work site. The public agency must grant equal access to all similarly situated people and should not initiate these types of visits, except for forums or debates. Public employees involved with arranging for the visit may perform necessary administrative duties.

No public employee may take any actions to promote or oppose a person seeking appointment, nomination or election to public office before or during the visit. This includes taking a political position when announcing the event, holding a campaign sign during the event or assisting a candidate in distributing campaign materials.

Voters' Pamphlet

A public employee's duties may include producing an official voters' pamphlet. Public employees may not prepare measure arguments or candidate statements for inclusion in the voters' pamphlet while on the job during work hours or in their official capacity.



See [page 16](#) for information about ballot titles and explanatory statements.

Postcards

Postcards produced or distributed by public employees must be impartial, balanced, and must not otherwise violate ORS 260.432. When a public employee is involved in the production of a series of small mailers, each piece must be individually impartial. Read together, the series of mailers must also be impartial. If a measure would affect taxes or fees, the material must state how taxes or fees would be affected. "Get Out The Vote" Materials (GOTV).

Public employees may produce "don't forget to vote" materials that generally promote voting so long as the material is impartial. Material can contain information about the date of the election, how to return ballots, etc. and can also include information about a measure, so long as the information is impartial.

Government Logos

A governing body must allow equal access to logos for political purposes, meaning that if any a person seeking appointment, nomination or election to public office is allowed to use the logo, all similarly situated people must

be allowed. An agency may not allow certain individuals to use their logos while prohibiting others from doing so. Public agencies are advised to have written policies about use of their logos.

Government Letterhead

Election law does not regulate the use of government letterheads. Agencies are advised to have policies governing letterhead use which incorporate the requirements of ORS 260.432.

State Seal

ORS 186.023 governs the use of the Oregon State Seal. Elected officials may use the state seal in an official capacity, but not in their capacity as a person seeking appointment, nomination or election to public office.



For questions about the use of the Oregon State Seal, contact the Secretary of State, Executive Office at 503-986-1523.

Resolutions (vote taken) by Elected Governing Body

Elected boards of governing bodies may take a position on a ballot measure (or initiative, referendum or recall petition) provided there is no use of public employee work time to advocate that position. With regard to a governing body's resolution that advocates a political position on a ballot measure, initiative, referendum or recall, a public employee:

May	May Not
Edit the public agency's name and board member names to conform it to the requirements for the resolution	Draft, type, or edit substantive content contained in the resolution
Prepare neutral, factual information for the board to use in taking a position on the measure, including impartial information on how the measure could affect the public agency	Recommend how to vote on the resolution
Be available at the board meeting to offer impartial information upon request	Sign a resolution, unless the public employee's signature is ministerial and included only to attest that the board took the vote
Respond to direct questions from the media about the resolution, if their response is impartial	Prepare a news release or other announcement promoting or opposing the resolution
If the public agency lists all votes on resolutions in a regularly published publication, they may include the vote in an impartial manner	Prepare and include impartial information about the vote or position of the governing body in a newsletter or other publication
Use work time to record the vote if that is part of the employee's work duties	
Use work time for regular job duties, such as responding to public records requests, taking minutes, retyping the resolution to conform to the required format, etc.	

Petitions and Measures

Public employees may produce and distribute advocacy material about referrals prior to the measure being certified to the ballot. Any public employee work time used to change, amend, edit, distribute, etc. a document found to be supporting or opposing a referral between the date it is certified to the ballot until the date of the pertinent election could be a violation of ORS 260.432.

The actions taken by a governing body and its public employees in the planning stages of a possible measure are not subject to ORS 260.432.

Public employees may respond to public records requests for documents that contain advocacy, even if the measure has been certified. They may not proactively distribute those materials after the measure is certified.

- ex** If a school district has a recurring bond levy, district employees may not proactively distribute any materials from the previous levies (even though those elections have passed) during the period between certification and the current election.

Ballot Titles

Public employees are not liable under ORS 260.432 for drafting ballot titles as part of their regular job duties. Public employees may use work time to draft ballot titles. A public employee may also defend a challenged ballot title. Because the impartiality requirements and ballot title challenge process in ORS chapter 250 are distinct from the requirements of ORS 260.432, this office will not review ballot titles for impartiality.

Explanatory Statements

Public employees are not liable under ORS 260.432 for drafting explanatory statements as part of their regular job duties. Public employees may use work time to draft explanatory statements. Because the impartiality requirements and explanatory statement process in ORS chapters 251 are distinct from the requirements of ORS 260.432, this office will not review explanatory statements for impartiality.

Legal Challenges

Public employee's involvement in legal court challenges as part of their regular job duties is not a violation of ORS 260.432.

- ex** Examples of legal challenges include whether an initiative petition meets constitutional requirements, whether a ballot title complies with statutory standards, etc.

Legislation and Lobbying

Legislative bills are not covered by ORS 260.432. Therefore, it is allowable, under Oregon election law, for public employees to lobby governing bodies. Once a referral has been certified to the ballot, political advocacy is restricted by ORS 260.432.

- i** For more information about lobbying, contact the Oregon Government Ethics Commission.

Advising Elected Official on Appointments

A public employee may communicate with other employees and with an elected official about the appointment of a person to a public office if the communication is made in furtherance of their official duties to make an appointment required by the Oregon Constitution or a state statute.

- ex** It is not a violation for a public employee to provide the governor with their personal opinions about a list of people being considered for appointment to a vacant judicial position.

Review of Public Agency Material

Material produced by public employees while on the job during work hours or by a contracted entity must be balanced and impartial. At a public agency's request, the Elections Division will review materials created by the public agency under the Division's Safe Harbor program to ensure compliance with ORS 260.432. If Safe Harbor is granted, and the Division later receives a complaint concerning the material, the Division will not investigate or issue civil penalties so long as the material does not deviate from the approved version. However, safe harbor approval does not shield agencies from associated activities which may be violative of ORS 260.432.

Submitting Documents for Review

Documents must be submitted in an editable format such as Microsoft Word or Adobe PDF. In the case of videotaped material, agencies are encouraged to submit a proposed script prior to submitting in video form. The Elections Division will only review material which has not been previously published.

Review Process

Material submitted to the Elections Division under the Elections Division's Safe Harbor program is edited for compliance with ORS 260.432 and returned to the agency for review and further editing. Participating agencies are encouraged to build plenty of time into their communications plan if safe harbor approval is desired. Safe harbor approval is not guaranteed, even if the agency resubmits the material.

Review of the initial submission of material can take up to 5 business days. However, if five or more requests are submitted for review in the aggregate within one calendar week (Sunday through Saturday), the Elections Division will review the materials within 10 business days.

Each public agency may submit a total of 5 original submissions for review per election. Materials may be resubmitted once, for a total of two reviews prior to a final determination. Resubmissions will be processed in as timely a fashion as possible, given other business demands on the Division.



Safe harbor material must be submitted by the 21st day before the applicable election.

Once a document has received safe harbor approval, the submitting agency may include a disclaimer that reads: "This information was reviewed by the Oregon Elections Division for compliance with ORS 260.432." The above disclaimer and addition of the applicable measure number are the only acceptable alterations that may be made post-approval.

If safe harbor is granted, the text of the material may be replicated in different formats so long as all the content is unchanged. If approved material is substantively altered and published by the submitting agency, safe harbor protection is rescinded.



If an agency submits a postcard for review, the agency may use the exact same content on a mailer without receiving safe harbor approval for the mailer.

The Elections Division does not review materials for the following:

- typographical, or grammatical errors
- accuracy or truthfulness of the content
- accuracy of translated materials



ORS 260.532 governs false statements in elections material. It prohibits false statements of material fact about candidates, political committees, or measures. The Elections Division does not have the authority to enforce the statute. Rather, a person may file their claim with the appropriate circuit court.

Review Criteria

The overall inquiry for determining impartiality is whether the material "promotes or opposes" an initiative, referendum or recall petition; a person seeking appointment, nomination or election to public office; measure; political committee; or recall question. In order to be impartial for the purposes of ORS 260.432, a document must meet certain requirements such as:

- Materials must not implicitly or explicitly urge a yes or no vote;
- Materials must be factually balanced;
- If the material includes information about what a measure would pay for or do, it must also describe information about what would happen if the measure does not pass;
- If the material pertains to a measure that would affect property taxes, it must include the cost per \$1,000 of assessed property value.

Material that is entirely factual can still be prohibited if, for example, it omits the required cost information or indicates only what would happen if a measure passes and does not indicate what would happen if it does not pass. The requirements are discussed in further detail below.

Vote Yes/No

The contents of the document must not urge a yes or no vote for the measure. There should be no “vote yes” or “vote no” language. The document must not include phrases such as:

- “Vote Yes on Measure 99,”
- “Support for Measure 99 is encouraged,”
- “The County is asking voters to approve,”
- “Why Should I Vote for Measure 99?”
- “Voters are asked to support Measure 99,”
- “At election time, please support the Home Rule Charter,”
- “On May 15, 2012, Anytown voters are being asked to continue their support of the community youth by renewing the Youth Action Levy, Measure 57,” and
- “Please support our incumbent mayor.”

Even if the remainder of the document is impartial, explicitly urging someone to vote in a particular manner would be a violation of ORS 260.432.

Balance of Factual Information

Documents produced by public agencies must not be one-sided. They must include a balance of factual information. If a document states what would happen if a bond measure were to pass, it must also include information regarding what would happen if it does not pass. If the material includes just one side of a matter, it is potentially violative of ORS 260.432 because it is not balanced and impartial.

Description of Cost

If a measure proposes a change to taxes or fees, the cost of the measure to an individual taxpayer or consumer must be included. In the context of a bond levy, this is generally the cost per \$1,000 of assessed property value. The cost must not be worded in a way to minimize it. An estimate is allowed if the exact cost is not known.

ex Describing a cost as “less than”, “merely”, or “only” is not compliant with ORS 260.432.

A public agency may state that the bond, if renewed, would continue to cost \$X.00 per \$1,000 of assessed property value where the measure proposes a continuation of the tax at the same rate. It is also allowable to state how much the bond would increase taxes compared to the previous bond, so long as the full cost information is also included.

ex “The ABC School bond, if passed, would cause an increase of \$0.25 per \$1,000 of assessed property value over the previous bond. The total rate if the bond is passed would be \$1.45 per \$1,000 of assessed property value.”

For measures that use funding mechanisms other than cost per \$1,000 of assessed property value, the cost must be described in a way that clearly informs the public of how the measure would affect taxes.

Persuasive or Minimizing Language and Images/Graphics

Material created by a public agency should only provide factual, balanced and unbiased information regarding the topic at issue. Language prohibited under ORS 260.432 can include anything that implicitly or explicitly urges an individual to support or oppose a measure, recall, petition or person seeking appointment, nomination or election to public office. Avoid language that would be considered persuasive, emotional or vague. These types of words or phrases may be violative of ORS 260.432.

Commonly Used Words or Phrases & Alternatives

Common words or phrases to watch for when drafting a document that falls under ORS 260.432:

→ **Use** “If the bond measure passes, it would...” but not “The bond will...”

It is important to avoid language that might indicate certainty that the bond will pass or fail as this can be considered as persuasive. If the document reads that “The bond will...” it can lead a voter to believe that their vote against the bond is insignificant and they should either not vote or vote for the bond.

→ **Use** “Please remember to vote” but **not** “Please vote for Measure...”

Asking the reader to vote for the measure is violative of ORS 260.432 because this encourages people to vote in a certain way.

→ **Use** “The bond measure would cost \$x...”, but **not** “The bond would only cost \$x...”

Using the word “only” minimizes the cost of the bond and encourages a vote in support. Alternative wording may include, “If the bond passes, the tax rate would be...” By changing the wording the statement becomes neutral and provides factual information regarding the cost of the measure. It is important to also include language regarding the cost and consequences if the bond does not pass.

Unbalanced Language or Content

The material published or otherwise provided to voters should not be one-sided. It must include a balance of factual information and the information should fairly and neutrally explain the effect of the measure. The text should set out objective advantages or disadvantages of the measure.

ex If the bond passes, the city would hire five new police officers.

→ Information is only provided for what would happen if the bond passes. Material which omits information regarding what happens if the bond does not pass is unbalanced and biased.

Alternative language could be: If the bond passes, the city would hire five new officers. If the bond does not pass, staffing would remain at the current level, and taxes would not be increased.

Enforcement

Any Oregon elector may request an investigation into potential violations of Oregon election law. Requests may be submitted using the Elections Division’s online form or in writing. If the Elections Division receives a complaint after an agency’s materials are granted safe harbor approval, the Division will not investigate or penalize the agency so long as:

- 1 The agency did not alter the approved materials;
- 2 The material was used in a manner consistent with all provisions of ORS 260.432

If the Elections Division opens an investigation and determines that a violation occurred, the Division will proceed as set forth under OAR chapter 165, ORS chapter 260 and ORS chapter 183.

Who is Liable

Any public employee who authors, drafts or approves the use of material that promotes or opposes certain matters as set forth in ORS 260.432 may be liable. This includes any public employee who creates content for inclusion in material prohibited by ORS 260.432. A supervisor or any other person who requests or directs that a public employee create prohibited materials or who oversees creation of the material, may also be in violation of ORS 260.432, even if they are not the author of the document.



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 - Soaring Heights Recovery Homes - Second Annual Vision Dinner

Proposed Motion

I move the City Council approve a waiver of the Event Center use fee of \$925 for the Soaring Heights Recovery Homes - Second Annual Vision Dinner on November 1, 2024.

I. Summary

Soaring Heights Recovery Homes is hosting a fundraising dinner on November 1, 2024, from 6:00 pm - 7:15 pm using the Event Center Iris Ballroom. On August 20, 2024, the City received a request from Soaring Heights Recovery Homes for a waiver of fees associated with the event.

In accordance with Resolution R2024-3435 - Adopting Use Policies and Rates for the Keizer Event Center: Repealing Resolution R2023-3423, Keizer based 501(c) organizations may host fundraiser activities using the Iris Ballroom for a base use fee of \$600. Additional charges for use of the stage, audio/visual equipment and coat rack are \$325. In addition, the user will be responsible for a refundable deposit of \$1,500.

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

II. Background

- A. Soaring Heights Recovery Homes previously held a fundraiser dinner at the Keizer Event Center on October 20, 2023.
- B. The use fees associated with the October 20, 2023 event were waived by the City Council.

III. Current Situation

- A. The City has received a completed Event Center Use Agreement dated March 26, 2024.

- B. The City has received a request for a use fee waiver on August 20, 2024.
- 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 \$925 less revenue for the Event Center Fund.
- C. **Timing** - The Soaring heights Recovery Homes Second Annual Vision Dinner is scheduled for November 1, 2024.
- 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 \$925.
- 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 \$925.

VI. Recommendation

Staff recommends the City Council approve a waiver of the Event Center use fees of \$925 for the Soaring heights Recovery Homes - Second Annual Vision Dinner.

Attachments

1. LTR_CC_Soaring Heights Recovery Home Fee Waiver Request_09 03 2024

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



SOARING HEIGHTS RECOVERY HOMES.
PO Box 20614
Keizer Or 97307
email: eric@soaringheights.life
Phone: (971) 719-4963

Our mission here at Soaring Heights is to provide safe, secure, and structured housing for individuals transition to a substance free, self-supporting life.

August 20, 2024

To Mayor Cathy Clark, Council President Shaney Starr, City Councilors, City Manager Adam Brown,

Soaring Heights Recovery Homes is planning to host a fundraising dinner on November 1, 2024. We are lucky enough to have it here at the Civic Center.

Our goal for this dinner is to raise funds so that we might expand our services and reach more people who are seeking support in transitional living. We would like to raise enough money so that we might expand our services in our community through outreach, open additional housing as we continue providing safe, structured, and substance free homes in Keizer.

If the council sees fit to waive the total cost using the space for our dinner that would allow us to keep those dollars in our budget so that we can serve one more person, or provide one more peer support service, or print more information to get out into the community. We believe that everyone has a future and deserve to have a safe dignified place to start it.

Thank you for your consideration.

Eric Rasor

Eric Rasor Executive Director
Victoria L Meredith CADIC I, CRM (Volunteer/President)
Soaring Heights Recovery Homes
Non-Profit



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 Re-entry 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 Re-entry Initiative Breakfast on October 24, 2024

I. Summary

The Marion County Commissioners have requested a waiver of the event center use fee for the Marion County Reentry Initiative (MCRI) breakfast on Thursday, October 24, 2024, from 7:30 am - 8:30 am. 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 Community 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 Re-Entry Initiative Breakfast at the Keizer Event Center on October 12, 2023.
- B. The use fees associated with the October 12, 2023 event were waived by the City Council.

III. **Current Situation**

- A. The City has received a completed Event Center Use Agreement dated March 18, 2024.
- B. The City has received a request for a use fee waiver on July 26, 2024.
- 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 24, 2024.
- 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 Re-entry Initiative Breakfast on October 24, 2024.

Attachments

- 1. LTR_CC_Marion County Reentry Initiative Fee Waiver Request_09 03 2024

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

County Commissioners
Kevin Cameron, Chair
Danielle Bethell
Colm Willis



**Chief Administrative
Officer**
Jan Fritz

MARION COUNTY BOARD OF COMMISSIONERS

July 26, 2024

To the Keizer City Mayor, the Keizer City Council and the Keizer Civic Center,

On behalf of the Marion County Board of Commissioners 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 that are pivotal in 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 October 24th, we will gather at the Keizer Civic Center to celebrate another successful year, discuss upcoming plans and provide an opportunity for those who wish to support our mission through donations to the organization.

So we can most effectively and efficiently use the resources available to the MCRI, I ask that the Keizer City Council waive the rental fee for this event.

Thank you for your consideration of this request.

A handwritten signature in blue ink, appearing to read "Colm Willis", is written over a light blue horizontal line.

Colm Willis
Marion County Board of Commissioners



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Joseph Lindsay, City Attorney
Subject: Amending Keizer Parks Regulations

Proposed Motion

I move to adopt Ordinance 2024-____ Establishing Keizer Parks Regulations; Repealing Ordinance No. 2023-869.

I. Summary

With the addition of the new artificial turf fields and lighting at Keizer Rapids Park, decisions have to be made about changes to the parks regulations to account for timing of the lights and the allowable public use of the fields. As a matter of housekeeping, a few other changes are suggested to the insurance amounts and the mentioning of service dogs under the leash exception.

II. Background

- A. The City of Keizer has contracted for the construction of two artificial turf fields and some stadium-style lighting at Keizer Rapids Park. The current parks regulations do not account for these additional amenities. If there are going to be regulations that govern the allowable public use of the fields and the timing of the lighting, then the current ordinance will need changes.

III. Current Situation

- A. The artificial turf fields are slated to be done by late-September. Ordinances go into effect 30 days after adoption unless there is an emergency declaration declared. So, the Parks and Recreation Advisory Board was asked to consider these changes for their August meeting, to give the City Council enough time to act on their advice.
- B. There are two main policy issues regarding the new facilities. The first is to have the park opened past dark. The second is for the fields to be open for play when not scheduled or reserved for use.
 - 1. The Parks and Recreation Advisory Board recommends play be done by 9pm with dimmed lights and for all lights to be turned off on the fields by 9:30 pm each night, which would extend hours from Monday through Saturday.

Section 25(5) addresses changes in use hours extending the time of use for the artificial turf fields until 9:30 pm.

2. The Parks and Recreation Advisory Board recommends that the fields be open for use during normal hours if the field is not reserved. They also recommend that if there isn't exclusive, structured use of the facilities after dark, that the lights remain off. Section 6(4) grants exclusive use to an entity holding a management agreement or as otherwise permitted by the City of Keizer. As a default then, the field would be open to the public like all other city parks facilities.
3. Attached for historical legislative history are copies of the repealed Ordinance No. 2018-791, Ordinance No. 2022-846, and Ordinance No. 2023-857.
4. A red-lined version is attached for your consideration as well as a clean version for adoption, if desired.

IV. **Analysis**

- A. **Strategic Impact** - The Artificial Turf Project is part of the City Council's short-term goals for 2023-2024, thus making it a high priority for staff.
- B. **Financial** - There may be possible nominal lighting bill increases depending on usage.
- C. **Timing** - The artificial turf fields are slated to be done by mid-September. Ordinances go into effect 30 days after adoption unless there is an emergency declaration declared. The City Council is being asked to consider this now, so that the ordinance will take effect for field use once it opens and as the evenings get darker.
- D. **Policy/Legal** - Ordinances are adopted by the City Council. Matters that involve city parks typically are reviewed by the Parks Board before going to the City Council. Because the artificial turf fields are slated to be done by late-September, rules relating to the artificial turf fields are being considered now, so the City Council has enough time to act on the Parks Board's advice.

V. **Alternatives**

- A. Adopt the ordinance.
- B. Amend the Ordinance to add additional regulations or to modify the revisions.
 1. The City Council could choose to leave the lights on until 9 pm when it is not scheduled for open play. If the City Council determines it wants to keep lights on until 9:30 for open play even when not scheduled, a motion to strike the second sentence in Section 25(5)(a) should be made.
- C. Take no action, then the current rules will remain in effect.

VI. **Recommendation**

Staff recommends City Council adopt the Ordinance at this meeting for the sake of

getting the rules in place for when the facilities open.

Attachments

1. Repealed Ordinance No. 2018-791
2. Repealed Ordinance No. 2022-846
3. Repealed Ordinance No. 2023-857
4. ORD_CC_Establishing Park Regulations - Redlined_9 3 2024
5. ORD_CC_Establishing Park Regulations_9 3 2024

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

1 BILL NO. ____

A BILL

ORDINANCE NO.

2018-791

3 FOR

4
5 AN ORDINANCE

6
7
8 ESTABLISHING KEIZER PARKS REGULATIONS; (REPEALING
9 **ORDINANCE NO. 2010-618 AND ORDINANCE NO. 2013-679**

10
11 The City of Keizer ordains as follows:

12 Section 1. TITLE. This Ordinance shall be known as the Keizer Parks Ordinance.

13 Section 2. PURPOSE. The purpose of this Ordinance is to establish rules and
14 regulations governing the use of Keizer parks, in order to insure the safe enjoyment of all
15 Keizer parks by the public. In addition, this Ordinance establishes a process for
16 reserving certain parks and park facilities.

17 Section 3. DEFINITIONS. For the purposes of this Ordinance, the following terms
18 shall have the following meanings:

19 (1) "Council" means the Keizer City Council.

20 (2) "Director" means the director of the Department of Public Works as
21 designated by the Council, or designee.

22 (3) "Law enforcement officer" means any law enforcement officer with
23 lawful jurisdiction, by operation of law or agreement, within a Keizer City
24 park.

1 (4) “Park” means all grounds, buildings, improvements, and areas dedicated
2 to use by the public for park, recreation or open space purposes and over
3 which the City has acquired right of use for such purposes.

4 (5) “Vehicle” means any wheeled device or conveyance, whether propelled by
5 motor, animal or human power. The term “vehicle” excludes City service
6 vehicles, baby strollers and wheelchairs.

7 (6) “Vessel” means any watercraft or other artificial contrivance used or
8 capable of being used as a means of transportation on water.

9 Section 4. RULES AND REGULATIONS.

10 (1) No person may disobey or fail to observe any rule or regulation set forth in
11 this Ordinance.

12 (2) No person may disobey a lawful direction made pursuant to this Ordinance
13 by the Director, any park attendant, guard, special officer authorized by
14 the Director, or law enforcement officer.

15 (3) Except as noted below, no person or entity may organize, advertise, or
16 invite participation for any gathering, activity or event that may reasonably
17 attract 50 or more participants (even if no exclusive use is requested)
18 unless they receive a permit from the Director. Director-approved park
19 improvement, maintenance or cleanup projects are excepted from this
20 requirement.

1 Section 5. SPECIAL USES AND AREAS.

2 (1) The Director may select and designate specific areas and facilities in any
3 park which may be limited to special uses, at all times or at certain times.
4 Special uses may require a permit in writing or a reservation. Fees shall
5 be established by Council resolution.

6 (2) Special uses may include, but are not limited to: Sports, games or other
7 recreational activities, picnics, assemblies, entertainments, exhibitions, and
8 weddings.

9 (3) Carlson Skate Park Regulations. In addition to the park regulations set
10 forth in this Ordinance, Carlson Skate Park is subject to the following
11 specific regulations:

12 (a) Permitted uses in the skate park surface include skateboards,
13 rollerblades, and BMX bikes, scooters and “Big Wheels” type
14 tricycles only – no foot traffic or motorized vehicles.

15 (b) The use of helmets is mandatory.

16 (c) Use or placement of additional obstacles or other materials
17 including, but not limited to, ramps, jumps, etc. are prohibited.

18 (d) Glass containers are prohibited.

19 (e) Food and/or drink is prohibited on or within five (5) feet of the
20 skate park surface.

1 (f) Use of Carlson Skate Park is prohibited if hazardous conditions
2 exist. Any damage/hazardous conditions must be reported to the
3 City of Keizer Parks Department.

4 (g) Use of skate park surface is prohibited when the surface is wet.

5 (4) Keizer Little League Park Usage.

6 (a) Any individuals not affiliated with groups or organized teams may
7 use the Park or individual fields at any time the Park is open if such
8 use does not interfere with the priority or reserved use, cause safety
9 concerns, or cause undue wear and tear in the City's reasonable
10 discretion.

11 Section 6. EXCLUSIVE USE OF PARKS OR FACILITIES.

12 (1) The Director shall maintain a list of reservable parks, park areas and park
13 facilities. A park, park area or park facility on the Director's list may be
14 reserved for the exclusive use of persons or groups, for a limited period,
15 upon issuance of a permit by the Director, subject to any reasonable
16 conditions (as stated in Section 7) imposed by the Council or the Director
17 and the payment of any fees that the Council may establish.

18 (2) No exclusive use of any park, park area or park facility may be made
19 unless the Director has issued a permit allowing the use and all conditions
20 imposed by the permit have been complied with.

- 1 (3) Exclusive use of the Keizer Little League Park shall only be granted
2 consistent with the current Park Management Agreement.

3 Section 7. PERMIT PROCEDURES AND CONDITIONS.

- 4 (1) No permit for the use of a park, park area or park facility listed on the
5 Director's list may be refused or limited, nor may any conditions be
6 attached to the grant or exercise thereof, for any reason not related to the
7 safe, reasonable and orderly use of park facilities.

- 8 (2) Each application for a permit must be received at a designated office in the
9 Department of Public Works. For events that the estimated attendance is
10 equal to or exceeds one hundred (100) persons, or is permitting
11 intoxicating beverages, or is permitting amplified sound, the permit must
12 be requested no less than sixty (60) days prior to the date of the event. For
13 all other events, the permit must be requested no less than thirty (30) days
14 prior to the date of the event. The Director may waive or reduce these
15 time requirements if it is determined that a waiver or reduction is in the
16 best interests of the citizens of the City. Upon granting a permit, the
17 Director may attach reasonable conditions thereto respecting the time,
18 place, manner, frequency, duration and maximum number of persons who
19 may attend the permitted event.

1 (3) The Director shall grant, deny, or condition each application for a permit
2 within fifteen (15) calendar days after the date of receipt of a complete
3 application, unless the time for a decision on the application has been
4 waived by the applicant. The decision granting or denying an application
5 shall be sent to the applicant at the address listed on the application. If
6 approved, the permit will be issued only when all pre-event conditions
7 have been met by the applicant. The applicant may not consider the
8 permit to have been granted until the permit is received.

9 (4) The Director may grant, deny, condition or limit a permit after having
10 considered the suitability of the area or facility for the number of persons
11 expected at the event, whether or not the activity proposed is a legal use
12 thereof, the impact of the proposed use upon public property, the effect of
13 the proposed use upon the peaceful enjoyment of the park by members of
14 the public attending and those not attending the event, the effect of the
15 proposed use upon the peace and convenience of members of the public
16 using private or public property or the public streets in the vicinity of the
17 park or park facility, the public health and safety, any traffic or parking
18 problems which may be caused by attendance at the event and the
19 equitable sharing of the use of the park or park facility. The Director is
20 specifically authorized to attach reasonable restrictions and conditions to

activities to occur at the event, including but not limited to, restrictions on fires, amplified sound, dancing, sports, the use or presence of animals, the use of equipment or vehicles, the number of persons to be present, the location of any bandstand or stage within a specific park area, or the creation of any sounds, smoke, light, smell or any other thing which appears likely to create any unreasonable risk of harm or substantial annoyance to any person using the park or park facility or to the public, or damage to any public or private property. Violation of any of the terms and conditions of any permit by the permittee, or any agent, servant or employee of permittee, is cause for immediate suspension or revocation of the permit by the Director.

(5) The Director may require in connection with a permit that adequate security be furnished by the permittee and that the permittee provide additional sanitary facilities, refuse receptacles, or make any other reasonable arrangements, based on the type of activity for which the permit is requested.

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1 (6) The Director shall refuse to grant a permit where conditions cannot be met
2 or are not accepted. The applicant must agree to provide a means of
3 informing all of the persons participating in the proposed event of the
4 terms and conditions of the permit applicable to the appropriate
5 participants.

6 (7) No permit for a park or park facility is transferable without the consent in
7 writing of the Director.

8 (8) All fees, deposits or other amounts shall be paid by the applicant when
9 required by the Director. If such amounts are not paid when required, then
10 the permit shall not be issued.

11 (9) Each person to whom a permit has been granted must agree in writing,
12 upon request from the Director, to indemnify and hold the City, its
13 officers, agents and employees, harmless from any and all liability for
14 injury to persons or property occurring as a result of the permitted event.
15 The permittee shall be liable to the City for any and all damage to the park
16 and park facilities which results from any act or omission of the permittee
17 or is caused by any participant in the event.

18 (10) Each person to whom a permit is granted must agree in writing, upon
19 request from the Director, to waive all claims or causes of action against
20 the City, its officers, employees or agents which the permittee may have

1 for injury to person or property of any type arising from the permittee's
2 use of the reserved park or park facilities, except for the active affirmative
3 negligence or willful act of the City, its officers, employees or agents, and
4 to which the person to whom a permit or reservation is granted in no way
5 contributed, either directly or through any other person, agent, partner,
6 contractor or associate.

7 (11) If the proposed use of a park or park facilities involves risk of damage or
8 injury to persons or to property of others, the Director will require the
9 permittee to obtain a policy of commercial general liability insurance with
10 terms and limits of liability as determined by the Director to be appropriate
11 for the activity for which the permit is requested. The policy shall name
12 the City, its officers, agents and employees, as insureds, and shall insure
13 the insureds against all claims, suits and demands of any and all persons
14 for injury, including death or damage sustained by any person or persons
15 arising out of any act or omission of the permittee related to the use of the
16 park or park facility. The Director must approve any policy issued
17 pursuant to this section.

18 ///

19 ///

20 ///

1 (12) The permittee shall have a copy of the permit on site during the event, and
2 must present the permit upon the request of the Director, any park
3 attendant, guard, special officer authorized by the Director, or law
4 enforcement officer.

5 (13) It is unlawful for a person to conduct any business or to place any booth,
6 table, chair, stool, structure, vehicle, or piece of equipment in any portion
7 of a park for which a park permit has been issued without the consent of
8 the permittee. This subsection shall not apply to persons acting under the
9 direction or control of City.

10 Section 8. NONPUBLIC AREAS – POSTING REQUIRED – ENTERING OR
11 DAMAGING PROPERTY PROHIBITED.

12
13 (1) By posting appropriate notices, the Director may exclude the public from
14 or limit use of, any road, area, building, lands, trail, natural feature, water
15 area or facility in a park which is used for access, storage, parking, shop,
16 office, residence or utility purposes, or other park or recreational use, or
17 any combination thereof, whenever public access to the same will
18 endanger the public health or safety, interfere with such use, or cause
19 damage to public property or natural resources. The Director may also by
20 appropriate means exclude the public from the place of any construction,
21 repair or demolition activity. No person may enter or remain or permit any
22

1 person in their control to enter or remain in any part of a park when the
2 park is closed to the public, unless authorized to do so by the Director.

- 3 (2) No unauthorized person may unlock, open, remove, move or tamper with
4 any gate, door, window, ventilator, skylight, screen, grate, fence, lock or
5 barrier, or any other thing maintained by the City to exclude the public
6 from a park or portion thereof, or tamper with, remove or deface any sign,
7 legend or other notice designating the same as dangerous or prohibiting
8 entry therein.

9 Section 9. ENTERTAINMENT – PERMIT REQUIRED.

- 10 (1) Except as set forth below, no person or group may give any exhibition,
11 show, play, entertainment, performance, dance or concert, or project any
12 still or moving pictures in any park without first having obtained a permit
13 from the Director. Any individuals or groups may use the Keizer Rotary
14 Amphitheatre, the Claggett Creek Park shelter and the Chalmers Jones
15 Park gazebo to give any exhibition, show, play, entertainment,
16 performance, dance or concert on a first-come, first-served basis at any
17 time such facility is open if such use does not interfere with the priority or
18 permitted use, cause safety concerns, and is not likely to interfere with the
19 enjoyment of the adjacent park users or property in the vicinity of the
20 event. Any event involving electrical service use, amplified sound or

1 projection of still or moving pictures must obtain a permit from the
2 Director.

3 (2) The Director may issue a permit for an event described in section 9(1)
4 above if it is found that the use is not likely to interfere with the enjoyment
5 of the park by any other person or persons using the park or property in the
6 vicinity of the location of the proposed event, and is not likely to cause
7 unreasonable damage to park facilities. The Director may attach
8 reasonable conditions as to time, place, manner, frequency and duration of
9 permitted events so that the health, safety, convenience and enjoyment of
10 any persons not attending the event may not be unreasonably affected, and
11 to protect park facilities from unreasonable damage.

12 (3) The requirements of Section 7 herein concerning permit procedures and
13 conditions apply to permits issued under this section.

14 Section 10. EXCLUSION OR REMOVAL OF CERTAIN ACTIVITIES, ANIMALS
15 OR MATERIALS.
16

17 The Director or any law enforcement officer may exclude, remove or require to be
18 removed from a park any animal, vehicle, equipment, activity, thing or material, the use
19 or presence of which is likely to:

20 (1) Cause an unreasonable risk of harm or danger to any person or damage to
21 any real or personal property;

22 (2) Cause any unreasonable burden of maintenance or cleanup.

1 Section 11. VEHICLES – OPERATION AND PARKING PROCEDURES AND
2 RESTRICTIONS.
3

4 (1) No person may stop, park, or leave standing or unattended any vehicle,
5 trailer or boat in any park, except in an area or space designated for
6 parking of such objects, or upon any portion of any street or highway upon
7 which the parking of such objects is permitted, or in excess of the time
8 prescribed therefore by any City ordinance or permit/order issued by the
9 Director. No person may stop, park or leave standing or unattended any
10 vehicle, trailer or boat in any area or space designated for parking of such
11 objects by the Director so that any part of such object is within the right-
12 of-way of any street or highway within the limits of any park. The Director
13 is hereby directed to post signs giving notice hereof in those portions of
14 parks as may be affected hereby.

15 (2) No person may operate a vehicle, except as authorized by the Director, in
16 any park except upon a publicly owned road or trail which is open for
17 public vehicular traffic within the park. No person may operate any
18 vehicle on any park road or trail at a speed greater than the speed limit
19 established by the Director and posted on the road or trail, or if no speed is
20 posted, at a speed greater than ten miles per hour.

21 (3) No person may wash, wax, dismantle or repair any vehicle, trailer, boat or
22 other equipment, or remove any lubricant from any vehicle, trailer, boat or

1 other equipment, or otherwise service any vehicle, trailer, boat or other
2 equipment, in any park except for emergency repairs or as authorized by
3 the Director.

4 (4) No person may take into or operate or park or leave standing within any
5 park any mechanically defective vehicle, trailer or boat, or any type
6 vehicle that is in violation of City Ordinance or any provision of the
7 Oregon Vehicle Code relating to mechanical requirements or safety of
8 vehicles.

9 (5) No person may leave standing any vehicle, trailer or boat in any park at
10 any time when the park or portion thereof is closed to the public, unless
11 authorized in writing by the Director to do so, with the exception of
12 vehicles left at the Keizer Rapids Park boat ramp parking lot in connection
13 with overnight or multi-day boat trips. In such instance, the vehicle
14 operator shall fill out a permit form and leave it on the dashboard of the
15 vehicle in plain view from outside the vehicle.

16 (6) Any law enforcement officer or security officer authorized by City may
17 remove from a park, in the manner provided and subject to the
18 requirements of the Oregon Vehicle Code, any vehicle, trailer or boat left
19 therein, or on any portion thereof, in violation of this section.
20

1 Section 12. ANIMALS AND PETS.

2 (1) The Director may establish a list of parks and/or areas within parks where
3 dogs are allowed. The list shall be a part of the City's park rules and
4 regulations. The Director's list shall indicate areas in which dogs may be
5 on-leash, off-leash or prohibited. The presence of other animals, unless
6 otherwise authorized in writing, is prohibited. The foregoing prohibitions
7 do not prevent any law enforcement officer in the performance of their
8 duty from possessing a police dog, or any person from utilizing a bona fide
9 assistance or guide dog, in any park, provided that the animal is at all
10 times in the control of the person. In all areas, owners shall gather and
11 properly dispose of all of their animals' feces.

12 (2) No person may set out food in any park for any wild animal, bird, fish or
13 reptile. No person may set out food in any park for a tame animal not in
14 the person's custody.

15 (3) No person may abandon any animal, bird, fish or reptile in any park.

16 (4) Except for fishing pursuant to all applicable regulations and licensing, no
17 person may capture, hunt, molest, or harm, or attempt to capture, hunt,
18 molest or harm, or administer or set out any bait or harmful substance for
19 any wild or domestic animal, reptile, fish or bird, nor remove nor have in
20 his possession the young, the eggs, or the nest of any animal, reptile or

1 bird found in the park. Persons who are authorized by the Director to do so
2 may kill, poison, or control or trap any of the above-named creatures,
3 subject to applicable state and federal law.

4 Section 13. FIRES.

5 (1) No person may kindle or maintain in any park any outdoor fire in any
6 place other than in a designated fireplace or barbecue pit maintained by
7 City or in a portable barbecue or camp stove used safely in a designated
8 picnic or cooking area in a park, or in another location as may be
9 authorized in writing by the Director.

10 (2) In kindling or maintaining an outdoor fire in any park, only charcoal
11 briquettes, paper and wood may be used. Only manufacturer approved
12 fuels shall be used in any camp stove.

13 (3) No person who kindles or maintains any outdoor fire in a park may leave
14 the area where the fire is located without completely extinguishing the fire
15 so that it is cold to the touch.

16 (4) If deemed necessary for public health and safety purposes in the sole
17 discretion of the Director, any and all areas may be designated "No Fire"
18 areas.

1 Section 14. SMOKING. No person may ignite, smoke or vape any tobacco, tobacco
2 product, legal or illegal drugs of any type, or any other material, in any area of any park
3 or park facility.

4 Section 15. INTOXICATING BEVERAGES. No person may possess or consume any
5 intoxicating beverage in any area of any park or park facility, except at Keizer Rapids
6 Park, and Chalmers Jones Park pursuant to permit authority. The Director may issue an
7 event permit allowing use of alcoholic beverages subject to the following conditions:

8 (1) Only individuals twenty-one (21) years of age or older may consume
9 alcohol in accordance with this policy.

10 (2) No person shall sell, give or otherwise make available any alcoholic
11 beverage to a person under the age of 21 years.

12 (3) No person shall sell, give or otherwise make available any alcoholic
13 beverage to any person who is visibly intoxicated.

14 (4) Alcoholic beverages are permitted only in the areas specifically delineated
15 in the permit. Permit conditions may include installing temporary fencing,
16 tape or other methods to delineate the areas within which alcoholic
17 beverages must be kept.

18 (5) Alcoholic beverages are allowed only in conjunction with a reserved event
19 and only pursuant to the permit conditions.

20

1 (6) Alcoholic beverages will be served only by a licensed server pursuant to
2 all Oregon Liquor Control Commission laws and regulations.

3 (7) The alcoholic beverage server must obtain a Temporary Sales License or
4 Temporary Use of an Annual License from the Oregon Liquor Control
5 Commission and shall provide a copy to City.

6 (8) The applicant shall, at its sole cost and expense, procure and maintain
7 through the term of the event a Comprehensive General Liability insurance
8 policy and Liquor Liability insurance policy in an amount to be
9 determined by the Director. The applicant shall provide to City a
10 certificate of insurance and endorsement adding the City, its employees,
11 agents and contractors as additional insured. As part of the event
12 reservation process, the applicant shall agree to defend, indemnify and
13 hold the City, its employees, agents and contractors from any and all
14 claims in connection with alcohol use on the premises.

15 (9) The Director may place reasonable conditions on the event to protect
16 persons and property.

17 Section 16. POWERED MODELS – OPERATION RESTRICTIONS.

18 (1) No person may operate in any park, any boat, car, rocket or other device
19 that is powered by a rocket motor or an internal combustion engine, except in an area and
20 at times as are designated for such use by the Director.

1 (2) Small unmanned aerial systems commonly referred to as drones may be
2 used in City parks. Operation of drones shall be done in accordance with Federal
3 Aviation Administration (FAA) regulations and Oregon Revised Statutes. Keizer may
4 establish “drone zones” where usage is encouraged so long as said usage is done in
5 compliance with FAA regulations and Oregon Revised Statutes.

6 Section 17. GOLF. No person may hit any golf ball in any park except in an area
7 designated for such use by the Director.

8 Section 18. DOING BUSINESS PROHIBITED. No person may practice or solicit for
9 any occupation, business or profession in any park, or sell or offer for sale therein any
10 service or merchandise unless pursuant to a contract/permit with City, or authorized by a
11 reservation permit.

12 Section 19. WATER POLLUTION. No person may throw, discharge or otherwise
13 deposit or cause or permit to be placed into the waters of any fountain, pond, lake,
14 stream, pool or any body of water in or adjacent to any park, or any tributary stream,
15 storm sewer, sanitary sewer or drain flowing into such waters, any substance, matter or
16 thing, that materially impairs the usefulness of the water for persons or the habitability of
17 the water for any animal, bird, fish or reptile that drinks, swims in or otherwise uses the
18 water.

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1 Section 20. GUNS, FIREARMS, DANGEROUS MATERIALS AND FIREWORKS.

2 (1) No person, except by permit issued pursuant to state law or as otherwise
3 authorized by law, may bring into a park or possess, use or discharge
4 therein any of the following items: Any firearm or ammunition, explosive,
5 incendiary bomb or material, fireworks (except as otherwise provided in
6 this section), or any weapons such as, but not limited to, air guns,
7 slingshots, bows/crossbows and arrows, or paint ball guns.

8 (2) No person shall shoot any of the above-described items into the park limits
9 from outside the limits of a park.

10 (3) No fireworks may be brought into or used in any park, except for
11 commercial firework displays approved in writing by the City Council.

12 Section 21. CONDUCT. Persons who willfully harass or interfere with any
13 government employee in the performance of his or her duties in a park, or who by their
14 conduct or by threatening or profane language annoy, willfully molest, unreasonably
15 interfere with the use of a park by any other person, who have committed a public
16 offense in a park, who operate any vessel in an unsafe manner or conduct themselves in
17 an unsafe manner, shall leave the park upon lawful order. Lawful orders can be made by
18 the Director, any park attendant, guard, special officer authorized by the Director, or law
19 enforcement officer. No person who has left the park premises after being ordered to do

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1 so may reenter the park until after eight a.m. of the next day. Persons who do so are
2 subject to arrest or citation.

3 Section 22. DAMAGING PARK PROPERTY. Unless authorized in writing by the
4 Director to do so, no person may:

5 (1) Pick, saw, chop, carve, cut, remove or damage any flowers, seeds, bark,
6 branches, twigs, leaves or blossoms of any tree, plant, shrub, vine, bush or
7 other vegetation in any park;

8 (2) Drive any nail, screw, bolt or staple into, or attach any wire, rope or other
9 fastening device to any tree or plant in any park;

10 (3) Mark, deface, damage, displace or remove any building, bridge, table,
11 chair, bench, fireplace, barrier, fence, railing, paving or paving material,
12 water pipe or light, or any sign, notice or placard, whether temporary or
13 permanent, or any cultural, natural or historic artifact, or monument stake,
14 post or other boundary marker, or any other structure, equipment, facility
15 or property, or part or appurtenance thereof whatsoever, in or from any
16 park;

17 (4) Cut or remove any sand, wood, turf, grass, gravel, stone or timber in or
18 from any park, or make any excavation by any tool, equipment, blasting or
19 by any other means in any park;

20

1 (5) Paint, erect, mark, post or fasten on or to any tree, shrub, fence, wall,
2 building, monument or other property in any park any poster, bill,
3 advertisement, inscription, sign or display, except for temporary
4 directional signs which do not otherwise interfere with City-authorized
5 signage, directing participants to an event within the park. Temporary
6 directional signs shall be removed by event participants immediately
7 following the event.

8 (6) Take or operate a vehicle upon or over any lawn or landscaping in any
9 park except as allowed by approved event permit. City will determine
10 repair or replacement costs in event of damage.

11 Section 23. LITTERING. No person may deposit, drop or scatter any garbage, trash or
12 rubbish, including, but not limited to, any glass, cigars/cigarettes or remains, paper, cans,
13 ashes, leaves and cuttings, furniture, appliances or concrete in any park except in a
14 receptacle designed and placed to receive the same; nor may any person import into or
15 deposit in any park from any other place any garbage, trash or rubbish.

16 Section 24. CLOSING TIME – EMERGENCY CLOSING.

17 (1) Subject to the exception noted below, or unless modified by the Director,
18 all parks shall be open one-half (1/2) hour prior to sunrise to one-half (1/2)
19 hour after sunset as determined by the U.S. Naval Observatory
20 (Astronomical Applications Department), unless such Agency no longer

1 provides this service. In such case, the determination of the time of
2 sunrise and sunset shall be pursuant to the appropriate official
3 governmental agency. All amplified sound shall completely cease by 9:00
4 p.m., unless permitted by the Director during the permitting process. The
5 usage of the boat ramp and parking lot at Walsh's Landing in Keizer
6 Rapids Park for purposes of putting in or taking out a vessel are allowed
7 two hours before sunrise and one and a half hours after sunset.

8 (2) Entering or remaining after closing time:

9 (a) No person may enter or remain in any park or portion thereof at any
10 time when the same is closed to the public unless specifically
11 allowed in these regulations or authorized to do so by the Director
12 in writing.

13 (b) The Director shall, by appropriate signs or other means, give notice
14 of closing times, and may designate certain areas which will be
15 closed to the public at a regular closing time, regardless of whether
16 or not any outdoor or indoor event is being or is scheduled to be
17 conducted elsewhere in the park.

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1 (c) Persons may remain after closing time if camped in a specifically
2 designated camping area. The Director shall determine the
3 locations for such areas and a maximum number of nights and
4 maximum number of persons allowed.

5 (3) Events After Closing Time: Any portion of a park or any enclosed
6 building in a park in which an event is being conducted or is scheduled to
7 be conducted, based upon a permit issued by the Director, shall not be
8 considered closed after the regular closing time to members of the public
9 who are attending or participating in the event, and who are within the
10 permitted portion of the park, the building, any paths leading thereto from
11 any street, or any other facility, outdoor area or off-street parking area
12 intended for use in connection therewith, until thirty minutes after the
13 conclusion of the permitted event. As to other members of the public who
14 are not participants in the event, the park and all structures therein shall be
15 considered closed at the regular closing time.

16 (4) Keizer Little League Park may be open after normal closing times where
17 fields are appropriately lighted within the dates and times as follows:

18 (a) Lighting may extend the park hours from March 1 to October 31.

19 (b) The park will close, and the lights will be off, at 11:00 p.m.
20

- 1 (c) Extended hours shall be limited to Monday through Saturday; the
2 park shall close at normal closing times on Sundays.
- 3 (d) City Council may extend these hours for special events.
- 4 (5) Emergency closing:
- 5 (a) The Council, the Director, or the Chief of Police, or their
6 authorized representatives, may direct any park or designated
7 portion thereof to be closed at certain times or from time to time if
8 the closing is reasonably necessary for the proper conduct of any
9 activity by City, to protect public property or natural resources
10 within a park or any private or public property or natural resources
11 in the vicinity of a park from damage, or to preserve the public
12 peace or safety in a park or portion of a park or in the vicinity
13 thereof.
- 14 (b) When a park or portion thereof is closed to the public, pursuant to
15 the above authority or any other proper authority, no person may
16 enter the park or closed portion thereof after notice of closing or
17 fail or refuse to promptly leave the park when requested to do so by
18 the Director, any park attendant, guard, special officer authorized
19 by the Director, or law enforcement officer.
20

1 Section 25. VESSELS.

- 2 (1) For parks located adjacent to the Willamette River, any vessel must be
3 operated in accordance with all applicable county, state and federal
4 regulations.

5 Section 26. VIOLATIONS. Violations of this Ordinance shall have the following base
6 fine amounts:

- 7 (1) Section 5, Subsection 3: \$100.00 (Carlson Skate Park violations).
8 (2) Section 6, Subsection 2: \$200.00 (no exclusive use unless issued a permit).
9 (3) Section 7, Subsection 13: \$200.00 (placement of booth, table, chair, stool,
10 structure, vehicle, or piece of equipment in any portion of a park for which
11 a park permit has been issued without the consent of the permittee).
12 (4) Section 8, Subsection 1: \$200.00 (entering or remaining in park closed to
13 public).
14 (5) Section 8, Subsection 2: \$500.00 (unlocking, opening, removing, moving,
15 or tampering with gate, door, window, ventilator, skylight, screen, grate,
16 fence, lock or barrier to exclude public from park or portion thereof, or
17 tampering with, removing or defacing any sign, legend or other notice
18 designating dangerous or prohibiting entry).
19 (6) Section 9: \$200.00 (entertainment).

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- 1 (7) Section 11: \$200.00 (vehicles – operation and parking procedures and
2 restrictions).
- 3 (8) Section 12, Subsections 1 and 2: \$200.00 (leash law, allowance of
4 animals, and setting out food in park for animals).
- 5 (9) Section 12, Subsections 3 and 4: \$300.00 (abandoning animal in park,
6 capturing, hunting, molesting, harming, or attempting to capture, hunt,
7 molest or harm animals, and possession of the young, the eggs, or the nest
8 of any animal).
- 9 (10) Section 13: \$500.00 (fires).
- 10 (11) Section 14: \$200.00 (smoking).
- 11 (12) Section 15: \$200.00 (intoxicating beverages).
- 12 (13) Section 16: \$150.00 (powered models).
- 13 (14) Section 17: \$150.00 (golf).
- 14 (15) Section 18: \$200.00 (doing business).
- 15 (16) Section 19: \$500.00 (water pollution).
- 16 (17) Section 20: \$500.00 (guns, firearms, dangerous materials and fireworks).
- 17 (18) Section 22: \$500.00 (damaging park property).
- 18 (19) Section 23: \$150.00 (littering).
- 19 (20) Section 24: \$300.00 (closing time – emergency closing).
- 20 (21) Section 25: \$200.00 (vessels).

1 (22) Enforcement of any violation under this Ordinance shall be accomplished
2 through the Keizer Civil Infraction Ordinance. The base fine amount shall
3 be the maximum fine. The minimum fine shall be 50% of the base fine
4 amount.

5 (23) In addition to enforcement noted above, violators may be excluded from
6 the park up to one hundred twenty (120) days if the municipal court finds
7 there is a reasonable likelihood for repeat violations.

8 Section 27. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or
9 portion of this Ordinance is for any reason held invalid or unconstitutional, or is denied
10 acknowledgment by any court or board of competent jurisdiction, then such portion shall
11 be deemed a separate, distinct, and independent provision and such holding shall not
12 affect the validity of the remaining portions hereof.

13 Section 28. REPEAL OF ORDINANCE NO. 2010-618 AND ORDINANCE NO.
14 2013-679. Ordinance No. 2010-618 (Establishing Keizer Parks Regulations) and
15 Ordinance No. 2013-679 (Amending Keizer Parks Regulations) are hereby repealed in
16 their entirety.

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1 Section 29. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days after
2 its passage.

3 PASSED this 2nd day of July, 2018.

4 SIGNED this 2nd day of July, 2018.

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Cathy Clark
Mayor

Amy Dye
City Recorder

1 A BILL

ORDINANCE NO.

2022- 846

3 FOR

4 AN ORDINANCE

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7
8 AMENDING KEIZER PARKS REGULATIONS
9 REGARDING SMOKING; (AMENDING
10 ORDINANCE NO. 2018-791); DECLARING AN
11 EMERGENCY
12

13 The City of Keizer ordains as follows:

14 Section 1. AMENDMENT OF KEIZER PARKS REGULATIONS
15 REGARDING SMOKING. Ordinance No. 2018-791 (Establishing Keizer Parks
16 Regulations) is hereby amended at Section 14 as follows:

17 “Section 14. SMOKING No person may ignite, smoke,
18 or vape any tobacco, tobacco product, legal or illegal
19 drugs of any type, or any other materials, in any area of
20 any park or park facility, except as allowed by permit at
21 Keizer Rapids Park and Chalmers Jones Park only. The
22 Director may limit the times and locations for any
23 smoking/vaping areas, as well as impose other
24 reasonable conditions.”
25

Section 2. ORDINANCE REMAINS IN EFFECT. Except as amended herein, Ordinance No. 2018-791 (Establishing Keizer Parks Regulations) remains in full force and effect.

Section 3. EFFECTIVE DATE. This Ordinance being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this Ordinance shall take effect immediately upon its passage.

PASSED this 18th day of July, 2022.

SIGNED this 18th day of July, 2022.

Cathy Clark
Mayor

Ann Dor
City Recorder

A BILL

ORDINANCE NO.
2023- 857

FOR

AN ORDINANCE

AMENDING KEIZER PARKS REGULATIONS
REGARDING CONDUCT; (AMENDING
ORDINANCE NO. 2018-791); DECLARING AN
EMERGENCY

The City of Keizer ordains as follows:

Section 1. AMENDMENT OF KEIZER PARKS REGULATIONS
REGARDING CONDUCT. Ordinance No. 2018-791 (Establishing Keizer Parks
Regulations) is hereby amended at Section 21 as follows:

“ Section 21. CONDUCT Persons who violate the
Rules of Conduct according to Keizer Ordinance
Adopting Rules of Conduct for City Property, who
willfully harass or interfere with any government
employee in the performance of his or her duties in a
park, or who by their conduct or by threatening or
profane language annoy, willfully molest, unreasonably
interfere with the use of a park by any other person, who
have committed a public offense or violation in a park,

who operate any vessel in an unsafe manner or conduct themselves in an unsafe manner, may be excluded from the park pursuant to Keizer City Ordinance Adopting Rules of Conduct for City Property.”

Section 2. ORDINANCE REMAINS IN EFFECT. Except as amended herein, Ordinance No. 2018-791 (Establishing Keizer Parks Regulations) remains in full force and effect.

Section 3. EFFECTIVE DATE. This Ordinance being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this Ordinance shall take effect immediately upon its passage.

PASSED this 6th day of February, 2023.

SIGNED this 6th day of February, 2023.


 Mayor


 City Recorder

A BILL

ORDINANCE NO.
202~~43~~-_____

FOR

AN ORDINANCE

ESTABLISHING KEIZER PARKS REGULATIONS; **(REPEALING
ORDINANCE NO. ~~2023-86918-791~~, ORDINANCE NO. ~~2022-846~~
~~AND ORDINANCE NO. ~~2023-857~~~~)**

The City of Keizer ordains as follows:

Section 1. TITLE. This Ordinance shall be known as the Keizer Parks Ordinance.

Section 2. PURPOSE. The purpose of this Ordinance is to establish rules and regulations governing the use of Keizer parks, in order to insure the safe enjoyment of all Keizer parks by the public. In addition, this Ordinance establishes a process for reserving certain parks and park facilities.

Section 3. DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the following meanings:

(1) “Council” means the Keizer City Council.

(2) “Director” means the director of the Department of Public Works as designated by the Council, or designee.

(3) “Law enforcement officer” means any law enforcement officer with lawful jurisdiction, by operation of law or agreement, within a Keizer City park.

1 (4) "Park" means all grounds, buildings, improvements, and areas dedicated
2 to use by the public for park, recreation or open space purposes and over
3 which the City has acquired right of use for such purposes.

4 (5) "Park Vendor" means any person who travels from site to site carrying,
5 conveying, or transporting food and beverages only offering such products
6 for sale from a mobile type device such as a pushcart or like conveyance.

7 (6) "Vehicle" means any wheeled device or conveyance, whether propelled
8 by motor, animal or human power. The term "vehicle" excludes City
9 service vehicles, baby strollers and wheelchairs.

10 (7) "Vessel" means any watercraft or other artificial contrivance used or
11 capable of being used as a means of transportation on water.

12 Section 4. RULES AND REGULATIONS.

13 (1) No person may disobey or fail to observe any rule or regulation set forth
14 in this Ordinance.

15 (2) No person may disobey a lawful direction made pursuant to this
16 Ordinance by the Director, any park attendant, guard, special officer
17 authorized by the Director, or law enforcement officer.

18 (3) Except as noted below, no person or entity may organize, advertise, or
19 invite participation for any gathering, activity or event that may
20 reasonably attract 50 or more participants (even if no exclusive use is
21 requested) unless they receive a permit from the Director. Director-

1 approved park improvement, maintenance or cleanup projects are
2 excepted from this requirement.

3 Section 5. SPECIAL USES AND AREAS.

4 (1) The Director may select and designate specific areas and facilities in any
5 park which may be limited to special uses, at all times or at certain times.
6 Special uses may require a permit in writing or a reservation. Fees shall
7 be established by Council resolution.

8 (2) Special uses may include, but are not limited to: Sports, games or other
9 recreational activities, picnics, assemblies, entertainments, exhibitions,
10 and weddings.

11 (3) Carlson Skate Park Regulations. In addition to the park regulations set
12 forth in this Ordinance, Carlson Skate Park is subject to the following
13 specific regulations:

14 (a) Permitted uses in the skate park surface include skateboards,
15 rollerblades, and BMX bikes, scooters and “Big Wheels” type
16 tricycles only – no foot traffic or motorized vehicles.

17 (b) The use of helmets is mandatory.

18 (c) Use or placement of additional obstacles or other materials
19 including, but not limited to, ramps, jumps, etc. are prohibited.

20 (d) Glass containers are prohibited.

21 (e) Food and/or drink is prohibited on or within five (5) feet of the

skate park surface.

(f) Use of Carlson Skate Park is prohibited if hazardous conditions exist. Any damage/hazardous conditions must be reported to the City of Keizer Parks Department.

(g) Use of skate park surface is prohibited when the surface is wet.

(4) Keizer Little League Park Usage.

(a) Any individuals not affiliated with groups or organized teams may use the Park or individual fields at any time the Park is open if such use does not interfere with the priority or reserved use, cause safety concerns, or cause undue wear and tear in the City's reasonable discretion.

(5) Keizer Rapids Park Artificial Turf Fields Usage.

(a) Any individuals not affiliated with groups or organized teams may use the individual fields at any time the Park is open if such use does not interfere with the priority or reserved use, cause safety concerns, or cause undue wear and tear in the City's reasonable discretion.

Section 6. EXCLUSIVE USE OF PARKS OR FACILITIES.

(1) The Director shall maintain a list of reservable parks, park areas and park facilities. A park, park area or park facility on the Director's list may be reserved for the exclusive use of persons or groups, for a limited period,

1 upon issuance of a permit by the Director, subject to any reasonable
2 conditions (as stated in Section 7) imposed by the Council or the Director
3 and the payment of any fees that the Council may establish.

4 (2) No exclusive use of any park, park area or park facility may be made
5 unless the Director has issued a permit allowing the use and all conditions
6 imposed by the permit have been complied with.

7 (3) Exclusive use of the Keizer Little League Park shall only be granted
8 consistent with the current Park Management Agreement.

9 ~~(3)~~(4) Exclusive use of the Keizer Rapids Park Artificial Turf Fields shall only
10 be granted consistent with the Keizer Rapids Park Artificial Turf Field
11 Management Agreement or as otherwise permitted by the City of Keizer.

12 Section 7. PERMIT PROCEDURES AND CONDITIONS.

13 (1) No permit for the use of a park, park area or park facility listed on the
14 Director's list may be refused or limited, nor may any conditions be
15 attached to the grant or exercise thereof, for any reason not related to the
16 safe, reasonable and orderly use of park facilities.

17 (2) Each application for a permit must be received at a designated office in
18 the Department of Public Works. For events that the estimated attendance
19 is equal to or exceeds one hundred (100) persons, or is permitting
20 intoxicating beverages, or is permitting amplified sound, the permit must
21 be requested no less than sixty (60) days prior to the date of the event. For

1 all other events, the permit must be requested no less than thirty (30) days
2 prior to the date of the event. The Director may waive or reduce these
3 time requirements if it is determined that a waiver or reduction is in the
4 best interests of the citizens of the City. Upon granting a permit, the
5 Director may attach reasonable conditions thereto respecting the time,
6 place, manner, frequency, duration and maximum number of persons who
7 may attend the permitted event.

8 (3) The Director shall grant, deny, or condition each application for a permit
9 within fifteen (15) calendar days after the date of receipt of a complete
10 application, unless the time for a decision on the application has been
11 waived by the applicant. The decision granting or denying an application
12 shall be sent to the applicant at the address listed on the application. If
13 approved, the permit will be issued only when all pre-event conditions
14 have been met by the applicant. The applicant may not consider the
15 permit to have been granted until the permit is received.

16 (4) The Director may grant, deny, condition or limit a permit after having
17 considered the suitability of the area or facility for the number of persons
18 expected at the event, whether or not the activity proposed is a legal use
19 thereof, the impact of the proposed use upon public property, the effect of
20 the proposed use upon the peaceful enjoyment of the park by members of
21 the public attending and those not attending the event, the effect of the

1 proposed use upon the peace and convenience of members of the public
2 using private or public property or the public streets in the vicinity of the
3 park or park facility, the public health and safety, any traffic or parking
4 problems which may be caused by attendance at the event and the
5 equitable sharing of the use of the park or park facility. The Director is
6 specifically authorized to attach reasonable restrictions and conditions to
7 activities to occur at the event, including but not limited to, restrictions on
8 fires, amplified sound, dancing, sports, the use or presence of animals, the
9 use of equipment or vehicles, the number of persons to be present, the
10 location of any bandstand or stage within a specific park area, or the
11 creation of any sounds, smoke, light, smell or any other thing which
12 appears likely to create any unreasonable risk of harm or substantial
13 annoyance to any person using the park or park facility or to the public, or
14 damage to any public or private property. Violation of any of the terms
15 and conditions of any permit by the permittee, or any agent, servant or
16 employee of permittee, is cause for immediate suspension or revocation of
17 the permit by the Director.

- 18 (5) The Director may require in connection with a permit that adequate
19 security be furnished by the permittee and that the permittee provide
20 additional sanitary facilities, refuse receptacles, or make any other
21 reasonable arrangements, based on the type of activity for which the

1 permit is requested.

2 (6) The Director shall refuse to grant a permit where conditions cannot be met
3 or are not accepted. The applicant must agree to provide a means of
4 informing all of the persons participating in the proposed event of the
5 terms and conditions of the permit applicable to the appropriate
6 participants.

7 (7) No permit for a park or park facility is transferable without the consent in
8 writing of the Director.

9 (8) All fees, deposits or other amounts shall be paid by the applicant when
10 required by the Director. If such amounts are not paid when required, then
11 the permit shall not be issued.

12 (9) Each person to whom a permit has been granted must agree in writing,
13 upon request from the Director, to indemnify and hold the City, its
14 officers, agents and employees, harmless from any and all liability for
15 injury to persons or property occurring as a result of the permitted event.
16 The permittee shall be liable to the City for any and all damage to the park
17 and park facilities which results from any act or omission of the permittee
18 or is caused by any participant in the event.

19 (10) Each person to whom a permit is granted must agree in writing, upon
20 request from the Director, to waive all claims or causes of action against
21 the City, its officers, employees or agents which the permittee may have

1 for injury to person or property of any type arising from the permittee's
2 use of the reserved park or park facilities, except for the active affirmative
3 negligence or willful act of the City, its officers, employees or agents, and
4 to which the person to whom a permit or reservation is granted in no way
5 contributed, either directly or through any other person, agent, partner,
6 contractor or associate.

7 (11) If the proposed use of a park or park facilities involves risk of damage or
8 injury to persons or to property of others, the Director will require the
9 permittee to obtain a policy of commercial general liability insurance with
10 terms and limits of liability as determined by the Director to be
11 appropriate for the activity for which the permit is requested. The policy
12 shall name the City, its officers, agents and employees, as insureds, and
13 shall insure the insureds against all claims, suits and demands of any and
14 all persons for injury, including death or damage sustained by any person
15 or persons arising out of any act or omission of the permittee related to the
16 use of the park or park facility. The Director must approve any policy
17 issued pursuant to this section.

18 (12) The permittee shall have a copy of the permit on site during the event, and
19 must present the permit upon the request of the Director, any park
20 attendant, guard, special officer authorized by the Director, or law
21 enforcement officer.

- 1 (13) It is unlawful for a person to conduct any business or to place any booth,
2 table, chair, stool, structure, vehicle, or piece of equipment in any portion
3 of a park for which a park permit has been issued without the consent of
4 the permittee. This subsection shall not apply to persons acting under the
5 direction or control of City.

6 Section 8. VENDORS IN CITY PARKS.

- 7 (1) Only Park Vendors who meet the criteria in subsections 9 and 10 and are
8 issued a permit may operate in a park. Park Vendors shall complete a
9 Park Reservation Application and gain approval from the Director.

- 10 (2) The Director, or designee, reserves the right to determine the exact
11 location or route within each park or parking area adjacent to each park
12 where the Park Vendor may conduct operations under the terms of the
13 Permit.

- 14 (3) Park Vendors shall offer only food and non-alcoholic beverages from a
15 pushcart or other conveyance.

- 16 (4) Utilities will not be made available to Park Vendors.

- 17 (5) Park Vendors who meet the criteria and requirements in subsections 9 and
18 10 shall complete a Park Reservation Application each calendar year and
19 submit the application fee. Annual fees and monthly fees are set by the
20 City Council by Resolution. Park Vendors will pay per month of
21 operation and must indicate the months of operation for the year on the

1 Park Reservation Application. All annual and monthly fees will be
2 collected prior to issuance of the permit each year.

3 (6) Park Vendors shall operate only at the following parks and adjacent
4 parking areas:

5 1) Keizer Rapids Park

6 2) Claggett Creek Park

7 3) Chalmers Jones Park

8 (7) Park Vendors shall be subject to black-out dates at the discretion of the
9 Director. Black-out dates will be provided at the time of the issuance of
10 the Permit.

11 (8) Approved Park Vendors are required to carry at all times, and provide
12 upon request, copies of their Permit as issued by the City of Keizer Public
13 Works Department.

14 (9) A Park Vendor's pushcart or other conveyance shall be structurally and
15 mechanically sound and its design shall not create a hazard to the public.
16 No pushcart or similar conveyance shall be larger than three feet six
17 inches in width and six feet in length.

18 (10) Park Vendors must provide all required health and sanitary licenses issued
19 by the State and Marion County.

20 (11) Park Vendors shall be subject to the following conditions:

21 (a) Before a permit is issued to a Park Vendor, the applicant shall first

1 obtain and file with the Director a certificate of insurance
2 evidencing public liability, food products liability, and property
3 damage insurance protecting the permittee and City from all claims
4 for damage to property or bodily injury, including death, which
5 may arise from the activities under the permit or in connection
6 therewith. Such insurance shall provide coverage of not less than
7 the minimum amounts of ~~\$21~~,000,000 per occurrence. Such
8 insurance shall be without prejudice to coverage otherwise existing
9 therein, and shall name the City of Keizer, its officers, agents and
10 employees as additional insureds, and shall further provide that the
11 policy shall not terminate or be canceled without 30 days prior
12 written notice to the City.

13 (b) Park Vendors shall not have an exclusive right to any specific
14 location on any park property or parking area.

15 (c) Park Vendors shall not be permitted a stationary location.

16 (d) Park Vendors shall not be allowed to occupy any area within a
17 sidewalk or eight feet from the entrance to any building.

18 (e) Pushcarts or other conveyances used shall only be located where
19 designated in the Permit.

20 (f) Park Vendors conducting business in a park or adjacent parking
21 area shall pick up any paper, cardboard, wood, or plastic

1 containers, wrappers, or any litter which is deposited by any person
2 within 20 feet of the Park Vendor's pushcart or other conveyance
3 at any time the Park Vendor is conducting business. In the event
4 that the vendor fails to keep and perform the preceding, the
5 Director shall have the right to order said work required by the
6 Permit and charge the contractor the cost to perform said work.
7 The cost to perform work shall be cost of direct labor and materials
8 required plus an overhead cost figure.

9 (g) No Park Vendor shall make any loud or unreasonable noise of any
10 kind by vocalizing or otherwise for the purpose of advertising or
11 attracting attention to the Park Vendor's business.

12 (h) No pushcart or other conveyance used by a Park Vendor shall be
13 left unattended at any time.

14 (i) The pushcart or other conveyance must be removed from the park
15 at the time specified in the Permit.

16 (j) All utensils and equipment used by a Park Vendor shall be
17 maintained in a clean and sanitary condition and shall conform to
18 all standards prescribed by state and local laws and regulations.

19 (k) Park Vendors must be able to present its required health and
20 sanitary licenses issued by the State and Marion County upon
21 request.

(1) The Director may impose other reasonable conditions.

Section 9. NONPUBLIC AREAS – POSTING REQUIRED – ENTERING OR DAMAGING PROPERTY PROHIBITED.

(1) By posting appropriate notices, the Director may exclude the public from or limit use of, any road, area, building, lands, trail, natural feature, water area or facility in a park which is used for access, storage, parking, shop, office, residence or utility purposes, or other park or recreational use, or any combination thereof, whenever public access to the same will endanger the public health or safety, interfere with such use, or cause damage to public property or natural resources. The Director may also by appropriate means exclude the public from the place of any construction, repair or demolition activity. No person may enter or remain or permit any person in their control to enter or remain in any part of a park when the park is closed to the public, unless authorized to do so by the Director.

(2) No unauthorized person may unlock, open, remove, move or tamper with any gate, door, window, ventilator, skylight, screen, grate, fence, lock or barrier, or any other thing maintained by the City to exclude the public from a park or portion thereof, or tamper with, remove or deface any sign, legend or other notice designating the same as dangerous or prohibiting entry therein.

Section 10. ENTERTAINMENT – PERMIT REQUIRED.

1 (1) Except as set forth below, no person or group may give any exhibition,
2 show, play, entertainment, performance, dance or concert, or project any
3 still or moving pictures in any park without first having obtained a permit
4 from the Director. Any individuals or groups may use the Keizer Rotary
5 Amphitheatre, the Claggett Creek Park shelter and the Chalmers Jones
6 Park gazebo to give any exhibition, show, play, entertainment,
7 performance, dance or concert on a first-come, first-served basis at any
8 time such facility is open if such use does not interfere with the priority or
9 permitted use, cause safety concerns, and is not likely to interfere with the
10 enjoyment of the adjacent park users or property in the vicinity of the
11 event. Any event involving electrical service use, amplified sound or
12 projection of still or moving pictures must obtain a permit from the
13 Director.

14 (2) The Director may issue a permit for an event described in section ~~109~~(1)
15 above if it is found that the use is not likely to interfere with the
16 enjoyment of the park by any other person or persons using the park or
17 property in the vicinity of the location of the proposed event, and is not
18 likely to cause unreasonable damage to park facilities. The Director may
19 attach reasonable conditions as to time, place, manner, frequency and
20 duration of permitted events so that the health, safety, convenience and
21 enjoyment of any persons not attending the event may not be

1 unreasonably affected, and to protect park facilities from unreasonable
2 damage.

3 (3) The requirements of Section 7 herein concerning permit procedures and
4 conditions apply to permits issued under this section.

5 Section 11. EXCLUSION OR REMOVAL OF CERTAIN ACTIVITIES, ANIMALS
6 OR MATERIALS.

7
8 The Director or any law enforcement officer may exclude, remove or require to
9 be removed from a park any animal, vehicle, equipment, activity, thing or material, the
10 use or presence of which is likely to:

11 (1) Cause an unreasonable risk of harm or danger to any person or damage to
12 any real or personal property;

13 (2) Cause any unreasonable burden of maintenance or cleanup.

14 Section 12. VEHICLES – OPERATION AND PARKING PROCEDURES AND
15 RESTRICTIONS.

16
17 (1) No person may stop, park, or leave standing or unattended any vehicle,
18 trailer or boat in any park, except in an area or space designated for
19 parking of such objects, or upon any portion of any street or highway
20 upon which the parking of such objects is permitted, or in excess of the
21 time prescribed therefore by any City ordinance or permit/[order](#) issued by
22 the Director. No person may stop, park or leave standing or unattended
23 any vehicle, trailer or boat in any area or space designated for parking of
24 such objects by the Director so that any part of such object is within the

1 right-of-way of any street or highway within the limits of any park. The
2 Director is hereby directed to post signs giving notice hereof in those
3 portions of parks as may be affected hereby.

4 (2) No person may operate a vehicle, except as authorized by the Director, in
5 any park except upon a publicly owned road or trail which is open for
6 public vehicular traffic within the park. No person may operate any
7 vehicle on any park road or trail at a speed greater than the speed limit
8 established by the Director and posted on the road or trail, or if no speed is
9 posted, at a speed greater than ten miles per hour.

10 (3) No person may wash, wax, dismantle or repair any vehicle, trailer, boat or
11 other equipment, or remove any lubricant from any vehicle, trailer, boat or
12 other equipment, or otherwise service any vehicle, trailer, boat or other
13 equipment, in any park except for emergency repairs or as authorized by
14 the Director.

15 (4) No person may take into or operate or park or leave standing within any
16 park any mechanically defective vehicle, trailer or boat, or any type
17 vehicle that is in violation of City Ordinance or any provision of the
18 Oregon Vehicle Code relating to mechanical requirements or safety of
19 vehicles.

20 (5) No person may leave standing any vehicle, trailer or boat in any park at
21 any time when the park or portion thereof is closed to the public, unless

1 authorized in writing by the Director to do so, with the exception of
2 vehicles left at the Keizer Rapids Park boat ramp parking lot in connection
3 with overnight or multi-day boat trips. In such instance, the vehicle
4 operator shall fill out a permit form and leave it on the dashboard of the
5 vehicle in plain view from outside the vehicle.

- 6 (6) Any law enforcement officer or security officer authorized by City may
7 remove from a park, in the manner provided and subject to the
8 requirements of the Oregon Vehicle Code, any vehicle, trailer or boat left
9 therein, or on any portion thereof, in violation of this section.

10 Section 13. ANIMALS AND PETS.

- 11 (1) The Director may establish a list of parks and/or areas within parks where
12 dogs are allowed. The list shall be a part of the City's park rules and
13 regulations. The Director's list shall indicate areas in which dogs may be
14 on-leash, off-leash or prohibited. The presence of other animals, unless
15 otherwise authorized in writing, is prohibited. The foregoing prohibitions
16 do not prevent any law enforcement officer in the performance of their
17 duty from possessing a police dog, or any person from utilizing a bona
18 fide assistance, service or guide dog, in any park, provided that the animal
19 is at all times in the control of the person. The foregoing prohibitions also
20 do not apply in situations where dogs are allowed to be off-leash under
21 state or federal disability laws, provided that the dog is under voice

command. In all areas, owners shall gather and properly dispose of all of their animals' feces.

(2) No person may set out food in any park for any wild animal, bird, fish or reptile. No person may set out food in any park for a tame animal not in the person's custody.

(3) No person may abandon any animal, bird, fish or reptile in any park.

(4) Except for fishing pursuant to all applicable regulations and licensing, no person may capture, hunt, molest, or harm, or attempt to capture, hunt, molest or harm, or administer or set out any bait or harmful substance for any wild or domestic animal, reptile, fish or bird, nor remove nor have in his possession the young, the eggs, or the nest of any animal, reptile or bird found in the park. Persons who are authorized by the Director to do so may kill, poison, or control or trap any of the above-named creatures, subject to applicable state and federal law.

Section 14. FIRES.

(1) No person may kindle or maintain in any park any outdoor fire in any place other than in a designated fireplace or barbecue pit maintained by City or in a portable barbecue or camp stove used safely in a designated picnic or cooking area in a park, or in another location as may be authorized in writing by the Director.

(2) In kindling or maintaining an outdoor fire in any park, only charcoal

briquettes, paper and wood may be used. Only manufacturer approved fuels shall be used in any camp stove.

(3) No person who kindles or maintains any outdoor fire in a park may leave the area where the fire is located without completely extinguishing the fire so that it is cold to the touch.

(4) If deemed necessary for public health and safety purposes in the sole discretion of the Director, any and all areas may be designated “No Fire” areas.

Section 15. SMOKING. No person may ignite, smoke or vape any tobacco, tobacco product, legal or illegal drugs of any type, or any other material, in any area of any park or park facility, except as allowed by permit at Keizer Rapids Park and Chalmers Jones Park only. The Director may limit the times and locations for any smoking/vaping areas, as well as impose other reasonable conditions.

Section 16. INTOXICATING BEVERAGES. No person may possess or consume any intoxicating beverage in any area of any park or park facility, except at Keizer Rapids Park, and Chalmers Jones Park pursuant to permit authority. The Director may issue an event permit allowing use of alcoholic beverages subject to the following conditions:

(1) Only individuals twenty-one (21) years of age or older may consume alcohol in accordance with this policy.

(2) No person shall sell, give or otherwise make available any alcoholic beverage to a person under the age of 21 years.

- 1 (3) No person shall sell, give or otherwise make available any alcoholic
2 beverage to any person who is visibly intoxicated.
- 3 (4) Alcoholic beverages are permitted only in the areas specifically delineated
4 in the permit. Permit conditions may include installing temporary
5 fencing, tape or other methods to delineate the areas within which
6 alcoholic beverages must be kept.
- 7 (5) Alcoholic beverages are allowed only in conjunction with a reserved event
8 and only pursuant to the permit conditions.
- 9 (6) Alcoholic beverages will be served only by a licensed server pursuant to
10 all Oregon Liquor Control Commission laws and regulations.
- 11 (7) The alcoholic beverage server must obtain a Temporary Sales License or
12 Temporary Use of an Annual License from the Oregon Liquor Control
13 Commission and shall provide a copy to City.
- 14 (8) The applicant shall, at its sole cost and expense, procure and maintain
15 through the term of the event a Comprehensive General Liability
16 insurance policy and Liquor Liability insurance policy in an amount to be
17 determined by the Director. The applicant shall provide to City a
18 certificate of insurance and endorsement adding the City, its employees,
19 agents and contractors as additional insured. As part of the event
20 reservation process, the applicant shall agree to defend, indemnify and
21 hold the City, its employees, agents and contractors from any and all

1 claims in connection with alcohol use on the premises.

2 (9) The Director may place reasonable conditions on the event to protect
3 persons and property.

4 Section 17. POWERED MODELS – OPERATION RESTRICTIONS.

5 (1) No person may operate in any park, any boat, car, rocket or other device
6 that is powered by a rocket motor or an internal combustion engine, except in an area
7 and at times as are designated for such use by the Director.

8 (2) Small unmanned aerial systems commonly referred to as drones may be
9 used in City parks. Operation of drones shall be done in accordance with Federal
10 Aviation Administration (FAA) regulations and Oregon Revised Statutes. Keizer may
11 establish “drone zones” where usage is encouraged so long as said usage is done in
12 compliance with FAA regulations and Oregon Revised Statutes.

13 Section 18. GOLF. No person may hit any golf ball in any park except in an area
14 designated for such use by the Director.

15 Section 19. DOING BUSINESS PROHIBITED. No person may practice or solicit for
16 any occupation, business or profession in any park, or sell or offer for sale therein any
17 service or merchandise unless pursuant to a contract/permit with City, or authorized by a
18 reservation permit.

19 Section 20. WATER POLLUTION. No person may throw, discharge or otherwise
20 deposit or cause or permit to be placed into the waters of any fountain, pond, lake,
21 stream, pool or any body of water in or adjacent to any park, or any tributary stream,

1 storm sewer, sanitary sewer or drain flowing into such waters, any substance, matter or
2 thing, that materially impairs the usefulness of the water for persons or the habitability
3 of the water for any animal, bird, fish or reptile that drinks, swims in or otherwise uses
4 the water.

5 Section 21. GUNS, FIREARMS, DANGEROUS MATERIALS AND FIREWORKS.

6 (1) No person, except by permit issued pursuant to state law or as otherwise
7 authorized by law, may bring into a park or possess, use or discharge
8 therein any of the following items: Any firearm or ammunition, explosive,
9 incendiary bomb or material, fireworks (except as otherwise provided in
10 this section), or any weapons such as, but not limited to, air guns,
11 slingshots, bows/crossbows and arrows, or paint ball guns.

12 (2) No person shall shoot any of the above-described items into the park
13 limits from outside the limits of a park.

14 (3) No fireworks may be brought into or used in any park, except for
15 commercial firework displays approved in writing by the City Council.

16 Section 22. CONDUCT. Persons who violate the Rules of Conduct according to
17 Keizer Ordinance Adopting Rules of Conduct for City Property, who willfully harass or
18 interfere with any government employee in the performance of his or her duties in a
19 park, or who by their conduct or by threatening or profane language annoy, willfully
20 molest, unreasonably interfere with the use of a park by any other person, who have
21 committed a public offense or violation in a park, who operate any vessel in an unsafe

manner or conduct themselves in an unsafe manner, may be excluded from the park pursuant to Keizer City Ordinance Adopting Rules of Conduct for City Property.”

Section 23. DAMAGING PARK PROPERTY. Unless authorized in writing by the Director to do so, no person may:

- (1) Pick, saw, chop, carve, cut, remove or damage any flowers, seeds, bark, branches, twigs, leaves or blossoms of any tree, plant, shrub, vine, bush or other vegetation in any park;
- (2) Drive any nail, screw, bolt or staple into, or attach any wire, rope or other fastening device to any tree or plant in any park;
- (3) Mark, deface, damage, displace or remove any building, bridge, table, chair, bench, fireplace, barrier, fence, railing, paving or paving material, water pipe or light, or any sign, notice or placard, whether temporary or permanent, or any cultural, natural or historic artifact, or monument stake, post or other boundary marker, or any other structure, equipment, facility or property, or part or appurtenance thereof whatsoever, in or from any park;
- (4) Cut or remove any sand, wood, turf, grass, gravel, stone or timber in or from any park, or make any excavation by any tool, equipment, blasting or by any other means in any park;
- (5) Paint, erect, mark, post or fasten on or to any tree, shrub, fence, wall, building, monument or other property in any park any poster, bill,

advertisement, inscription, sign or display, except for temporary directional signs which do not otherwise interfere with City-authorized signage, directing participants to an event within the park. Temporary directional signs shall be removed by event participants immediately following the event.

- (6) Take or operate a vehicle upon or over any lawn or landscaping in any park except as allowed by approved event permit. City will determine repair or replacement costs in event of damage.

Section 24. LITTERING. No person may deposit, drop or scatter any garbage, trash or rubbish, including, but not limited to, any glass, cigars/cigarettes or remains, paper, cans, ashes, leaves and cuttings, furniture, appliances or concrete in any park except in a receptacle designed and placed to receive the same; nor may any person import into or deposit in any park from any other place any garbage, trash or rubbish.

Section 25. CLOSING TIME – EMERGENCY CLOSING.

- (1) Subject to the exception noted below, or unless modified by the Director, all parks shall be open one-half (1/2) hour prior to sunrise to one-half (1/2) hour after sunset as determined by the U.S. Naval Observatory (Astronomical Applications Department), unless such Agency no longer provides this service. In such case, the determination of the time of sunrise and sunset shall be pursuant to the appropriate official governmental agency. All amplified sound shall completely cease by 9:00

p.m., unless permitted by the Director during the permitting process. The usage of the boat ramp and parking lot at Walsh's Landing in Keizer Rapids Park for purposes of putting in or taking out a vessel are allowed two hours before sunrise and one and a half hours after sunset.

(2) Entering or remaining after closing time:

(a) No person may enter or remain in any park or portion thereof at any time when the same is closed to the public unless specifically allowed in these regulations or authorized to do so by the Director in writing.

(b) The Director shall, by appropriate signs or other means, give notice of closing times, and may designate certain areas which will be closed to the public at a regular closing time, regardless of whether or not any outdoor or indoor event is being or is scheduled to be conducted elsewhere in the park.

(c) Persons may remain after closing time if camped in a specifically designated camping area. The Director shall determine the locations for such areas and a maximum number of nights and maximum number of persons allowed.

(d) Ordinance No. 2020-812 (Prohibiting Camping on Sidewalks, Public Property and Public Rights of Way; Declaring an Emergency) as amended is applicable within city parks. If

Ordinance No. 2020-812 conflicts with these Park Regulations,
Ordinance No. 2020-812 shall apply.

(3) Events After Closing Time: Any portion of a park or any enclosed building in a park in which an event is being conducted or is scheduled to be conducted, based upon a permit issued by the Director, shall not be considered closed after the regular closing time to members of the public who are attending or participating in the event, and who are within the permitted portion of the park, the building, any paths leading thereto from any street, or any other facility, outdoor area or off-street parking area intended for use in connection therewith, until thirty minutes after the conclusion of the permitted event. As to other members of the public who are not participants in the event, the park and all structures therein shall be considered closed at the regular closing time.

(4) Keizer Little League Park may be open after normal closing times where fields are appropriately lighted within the dates and times as follows:

- (a) Lighting may extend the park hours from March 1 to October 31.
- (b) The park will close, and the lights will be off, at 11:00 p.m.
- (c) Extended hours shall be limited to Monday through Saturday; the park shall close at normal closing times on Sundays.
- (d) City Council may extend these hours for special events.

(5) Keizer Rapids Park Artificial Turf Fields may be open after normal

1 closing times where fields are appropriately lighted within the dates and
2 times as follows:

3 (a) Lighting may extend the Keizer Rapids Park Artificial Turf Fields
4 hours year round. If no games are scheduled, then the lighting will not
5 occur and the hours will not be extended.

6 (b) All programing/games shall be completed by 9:00 p.m. and the
7 lighting shall be dimmed at 9:00 p.m.

8 (c) Artificial Turf Fields will close, and the lights will be off, at 9:30
9 p.m.

10 (d) Extended hours shall be limited to Monday through Saturday; the
11 Artificial Turf Fields shall close at normal park closing times on
12 Sundays.

13 (e) City Council may extend these hours for special events.

14 (f) The extended closing times only apply to the Artificial Turf Fields
15 at Keizer Rapids Park and not any other part of Keizer Rapids Park
16 unless specifically permitted under these Park Regulations.

17 ~~(5)~~(6) Emergency closing:

18 (a) The Council, the Director, or the Chief of Police, or their
19 authorized representatives, may direct any park or designated
20 portion thereof to be closed at certain times or from time to time if
21 the closing is reasonably necessary for the proper conduct of any

activity by City, to protect public property or natural resources within a park or any private or public property or natural resources in the vicinity of a park from damage, or to preserve the public peace or safety in a park or portion of a park or in the vicinity thereof.

(b) When a park or portion thereof is closed to the public, pursuant to the above authority or any other proper authority, no person may enter the park or closed portion thereof after notice of closing or fail or refuse to promptly leave the park when requested to do so by the Director, any park attendant, guard, special officer authorized by the Director, or law enforcement officer.

Section 26. VESSELS.

(1) For parks located adjacent to the Willamette River, any vessel must be operated in accordance with all applicable county, state and federal regulations.

Section 27. VIOLATIONS. Violations of this Ordinance shall have the following maximum fine amounts:

- (1) Section 5, Subsection 3: \$100.00 (Carlson Skate Park violations).
- (2) Section 6, Subsection 2: \$200.00 (no exclusive use unless issued a permit).
- (3) Section 7, Subsection 13: \$200.00 (placement of booth, table, chair, stool,

1 structure, vehicle, or piece of equipment in any portion of a park for which
2 a park permit has been issued without the consent of the permittee).

3 (4) Section 8: \$500.00 (vendors in city parks).

4 (5) Section 9, Subsection 1: \$200.00 (entering or remaining in park closed to
5 public).

6 (6) Section 9, Subsection 2: \$500.00 (unlocking, opening, removing, moving,
7 or tampering with gate, door, window, ventilator, skylight, screen, grate,
8 fence, lock or barrier to exclude public from park or portion thereof, or
9 tampering with, removing or defacing any sign, legend or other notice
10 designating dangerous or prohibiting entry).

11 (7) Section 10: \$200.00 (entertainment).

12 (8) Section 12: \$200.00 (vehicles – operation and parking procedures and
13 restrictions).

14 (9) Section 13, Subsections 1 and 2: \$200.00 (leash law, allowance of
15 animals, and setting out food in park for animals).

16 (10) Section 13, Subsections 3 and 4: \$300.00 (abandoning animal in park,
17 capturing, hunting, molesting, harming, or attempting to capture, hunt,
18 molest or harm animals, and possession of the young, the eggs, or the nest
19 of any animal).

20 (11) Section 14: \$500.00 (fires).

21 (12) Section 15: \$200.00 (smoking).

- 1 (13) Section 16: \$200.00 (intoxicating beverages).
- 2 (14) Section 17: \$150.00 (powered models).
- 3 (15) Section 18: \$150.00 (golf).
- 4 (16) Section 19: \$200.00 (doing business).
- 5 (17) Section 20: \$500.00 (water pollution).
- 6 (18) Section 21: \$500.00 (guns, firearms, dangerous materials and fireworks).
- 7 (19) Section 23: \$500.00 (damaging park property).
- 8 (20) Section 24: \$150.00 (littering).
- 9 (21) Section 25: \$300.00 (closing time – emergency closing).
- 10 (22) Section 26: \$200.00 (vessels).
- 11 (23) Enforcement of any violation under this Ordinance shall be accomplished
- 12 through the Keizer Civil Infraction Ordinance. The base fine amount shall
- 13 be the maximum fine. The presumptive fee shall be 75% of the maximum
- 14 fine amount. The minimum fine shall be 50% of the maximum fine
- 15 amount.
- 16 (24) In addition to enforcement noted above, violators may be excluded from
- 17 the park up to one hundred twenty (120) days if the municipal court finds
- 18 there is a reasonable likelihood for repeat violations.

19 Section 28. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or

20 portion of this Ordinance is for any reason held invalid or unconstitutional, or is denied

21 acknowledgment by any court or board of competent jurisdiction, then such portion shall

1 be deemed a separate, distinct, and independent provision and such holding shall not
2 affect the validity of the remaining portions hereof.

3 Section 29. REPEAL OF ORDINANCE NO. 20~~23-86918-791~~, ORDINANCE NO.
4 ~~2022-846, AND ORDINANCE NO. 2023-857.~~ Ordinance No. 20~~23-86918-791~~
5 (Establishing Keizer Parks Regulations), ~~Ordinance No. 2022-846 (Amending Keizer~~
6 ~~Parks Regulations Regarding Smoking) and Ordinance No. 2023-857 (Amending Keizer~~
7 ~~Parks Regulations Regarding Conduct)~~ isare hereby repealed in its~~their~~ entirety.

8 Section 30. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days after
9 its passage.

10 PASSED this _____ day of _____, 202~~43~~.

11 SIGNED this _____ day of _____, 202~~43~~.

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Mayor

City Recorder

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A BILL
FOR
AN ORDINANCE

ORDINANCE NO.
2024-_____

ESTABLISHING KEIZER PARKS REGULATIONS; **(REPEALING
ORDINANCE NO. 2023-869)**

The City of Keizer ordains as follows:

- Section 1. TITLE. This Ordinance shall be known as the Keizer Parks Ordinance.
- Section 2. PURPOSE. The purpose of this Ordinance is to establish rules and regulations governing the use of Keizer parks, in order to insure the safe enjoyment of all Keizer parks by the public. In addition, this Ordinance establishes a process for reserving certain parks and park facilities.
- Section 3. DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the following meanings:
- (1) “Council” means the Keizer City Council.
 - (2) “Director” means the director of the Department of Public Works as designated by the Council, or designee.
 - (3) “Law enforcement officer” means any law enforcement officer with lawful jurisdiction, by operation of law or agreement, within a Keizer City park.

1 (4) “Park” means all grounds, buildings, improvements, and areas dedicated
2 to use by the public for park, recreation or open space purposes and over
3 which the City has acquired right of use for such purposes.

4 (5) “Park Vendor” means any person who travels from site to site carrying,
5 conveying, or transporting food and beverages only offering such products
6 for sale from a mobile type device such as a pushcart or like conveyance.

7 (6) “Vehicle” means any wheeled device or conveyance, whether propelled
8 by motor, animal or human power. The term “vehicle” excludes City
9 service vehicles, baby strollers and wheelchairs.

10 (7) “Vessel” means any watercraft or other artificial contrivance used or
11 capable of being used as a means of transportation on water.

12 Section 4. RULES AND REGULATIONS.

13 (1) No person may disobey or fail to observe any rule or regulation set forth
14 in this Ordinance.

15 (2) No person may disobey a lawful direction made pursuant to this
16 Ordinance by the Director, any park attendant, guard, special officer
17 authorized by the Director, or law enforcement officer.

18 (3) Except as noted below, no person or entity may organize, advertise, or
19 invite participation for any gathering, activity or event that may
20 reasonably attract 50 or more participants (even if no exclusive use is
21 requested) unless they receive a permit from the Director. Director-

1 approved park improvement, maintenance or cleanup projects are
2 excepted from this requirement.

3 Section 5. SPECIAL USES AND AREAS.

4 (1) The Director may select and designate specific areas and facilities in any
5 park which may be limited to special uses, at all times or at certain times.
6 Special uses may require a permit in writing or a reservation. Fees shall
7 be established by Council resolution.

8 (2) Special uses may include, but are not limited to: Sports, games or other
9 recreational activities, picnics, assemblies, entertainments, exhibitions,
10 and weddings.

11 (3) Carlson Skate Park Regulations. In addition to the park regulations set
12 forth in this Ordinance, Carlson Skate Park is subject to the following
13 specific regulations:

14 (a) Permitted uses in the skate park surface include skateboards,
15 rollerblades, and BMX bikes, scooters and “Big Wheels” type
16 tricycles only – no foot traffic or motorized vehicles.

17 (b) The use of helmets is mandatory.

18 (c) Use or placement of additional obstacles or other materials
19 including, but not limited to, ramps, jumps, etc. are prohibited.

20 (d) Glass containers are prohibited.

21 (e) Food and/or drink is prohibited on or within five (5) feet of the

1 skate park surface.

2 (f) Use of Carlson Skate Park is prohibited if hazardous conditions
3 exist. Any damage/hazardous conditions must be reported to the
4 City of Keizer Parks Department.

5 (g) Use of skate park surface is prohibited when the surface is wet.

6 (4) Keizer Little League Park Usage.

7 (a) Any individuals not affiliated with groups or organized teams may
8 use the Park or individual fields at any time the Park is open if
9 such use does not interfere with the priority or reserved use, cause
10 safety concerns, or cause undue wear and tear in the City's
11 reasonable discretion.

12 (5) Keizer Rapids Park Artificial Turf Fields Usage.

13 (a) Any individuals not affiliated with groups or organized teams may
14 use the individual fields at any time the Park is open if such use
15 does not interfere with the priority or reserved use, cause safety
16 concerns, or cause undue wear and tear in the City's reasonable
17 discretion.

18 Section 6. EXCLUSIVE USE OF PARKS OR FACILITIES.

19 (1) The Director shall maintain a list of reservable parks, park areas and park
20 facilities. A park, park area or park facility on the Director's list may be
21 reserved for the exclusive use of persons or groups, for a limited period,

1 upon issuance of a permit by the Director, subject to any reasonable
2 conditions (as stated in Section 7) imposed by the Council or the Director
3 and the payment of any fees that the Council may establish.

4 (2) No exclusive use of any park, park area or park facility may be made
5 unless the Director has issued a permit allowing the use and all conditions
6 imposed by the permit have been complied with.

7 (3) Exclusive use of the Keizer Little League Park shall only be granted
8 consistent with the current Park Management Agreement.

9 (4) Exclusive use of the Keizer Rapids Park Artificial Turf Fields shall only
10 be granted consistent with the Keizer Rapids Park Artificial Turf Field
11 Management Agreement or as otherwise permitted by the City of Keizer.

12 Section 7. PERMIT PROCEDURES AND CONDITIONS.

13 (1) No permit for the use of a park, park area or park facility listed on the
14 Director's list may be refused or limited, nor may any conditions be
15 attached to the grant or exercise thereof, for any reason not related to the
16 safe, reasonable and orderly use of park facilities.

17 (2) Each application for a permit must be received at a designated office in
18 the Department of Public Works. For events that the estimated attendance
19 is equal to or exceeds one hundred (100) persons, or is permitting
20 intoxicating beverages, or is permitting amplified sound, the permit must
21 be requested no less than sixty (60) days prior to the date of the event. For

1 all other events, the permit must be requested no less than thirty (30) days
2 prior to the date of the event. The Director may waive or reduce these
3 time requirements if it is determined that a waiver or reduction is in the
4 best interests of the citizens of the City. Upon granting a permit, the
5 Director may attach reasonable conditions thereto respecting the time,
6 place, manner, frequency, duration and maximum number of persons who
7 may attend the permitted event.

8 (3) The Director shall grant, deny, or condition each application for a permit
9 within fifteen (15) calendar days after the date of receipt of a complete
10 application, unless the time for a decision on the application has been
11 waived by the applicant. The decision granting or denying an application
12 shall be sent to the applicant at the address listed on the application. If
13 approved, the permit will be issued only when all pre-event conditions
14 have been met by the applicant. The applicant may not consider the
15 permit to have been granted until the permit is received.

16 (4) The Director may grant, deny, condition or limit a permit after having
17 considered the suitability of the area or facility for the number of persons
18 expected at the event, whether or not the activity proposed is a legal use
19 thereof, the impact of the proposed use upon public property, the effect of
20 the proposed use upon the peaceful enjoyment of the park by members of
21 the public attending and those not attending the event, the effect of the

1 proposed use upon the peace and convenience of members of the public
2 using private or public property or the public streets in the vicinity of the
3 park or park facility, the public health and safety, any traffic or parking
4 problems which may be caused by attendance at the event and the
5 equitable sharing of the use of the park or park facility. The Director is
6 specifically authorized to attach reasonable restrictions and conditions to
7 activities to occur at the event, including but not limited to, restrictions on
8 fires, amplified sound, dancing, sports, the use or presence of animals, the
9 use of equipment or vehicles, the number of persons to be present, the
10 location of any bandstand or stage within a specific park area, or the
11 creation of any sounds, smoke, light, smell or any other thing which
12 appears likely to create any unreasonable risk of harm or substantial
13 annoyance to any person using the park or park facility or to the public, or
14 damage to any public or private property. Violation of any of the terms
15 and conditions of any permit by the permittee, or any agent, servant or
16 employee of permittee, is cause for immediate suspension or revocation of
17 the permit by the Director.

- 18 (5) The Director may require in connection with a permit that adequate
19 security be furnished by the permittee and that the permittee provide
20 additional sanitary facilities, refuse receptacles, or make any other
21 reasonable arrangements, based on the type of activity for which the

1 permit is requested.

2 (6) The Director shall refuse to grant a permit where conditions cannot be met
3 or are not accepted. The applicant must agree to provide a means of
4 informing all of the persons participating in the proposed event of the
5 terms and conditions of the permit applicable to the appropriate
6 participants.

7 (7) No permit for a park or park facility is transferable without the consent in
8 writing of the Director.

9 (8) All fees, deposits or other amounts shall be paid by the applicant when
10 required by the Director. If such amounts are not paid when required, then
11 the permit shall not be issued.

12 (9) Each person to whom a permit has been granted must agree in writing,
13 upon request from the Director, to indemnify and hold the City, its
14 officers, agents and employees, harmless from any and all liability for
15 injury to persons or property occurring as a result of the permitted event.
16 The permittee shall be liable to the City for any and all damage to the park
17 and park facilities which results from any act or omission of the permittee
18 or is caused by any participant in the event.

19 (10) Each person to whom a permit is granted must agree in writing, upon
20 request from the Director, to waive all claims or causes of action against
21 the City, its officers, employees or agents which the permittee may have

1 for injury to person or property of any type arising from the permittee's
2 use of the reserved park or park facilities, except for the active affirmative
3 negligence or willful act of the City, its officers, employees or agents, and
4 to which the person to whom a permit or reservation is granted in no way
5 contributed, either directly or through any other person, agent, partner,
6 contractor or associate.

7 (11) If the proposed use of a park or park facilities involves risk of damage or
8 injury to persons or to property of others, the Director will require the
9 permittee to obtain a policy of commercial general liability insurance with
10 terms and limits of liability as determined by the Director to be
11 appropriate for the activity for which the permit is requested. The policy
12 shall name the City, its officers, agents and employees, as insureds, and
13 shall insure the insureds against all claims, suits and demands of any and
14 all persons for injury, including death or damage sustained by any person
15 or persons arising out of any act or omission of the permittee related to the
16 use of the park or park facility. The Director must approve any policy
17 issued pursuant to this section.

18 (12) The permittee shall have a copy of the permit on site during the event, and
19 must present the permit upon the request of the Director, any park
20 attendant, guard, special officer authorized by the Director, or law
21 enforcement officer.

1 (13) It is unlawful for a person to conduct any business or to place any booth,
2 table, chair, stool, structure, vehicle, or piece of equipment in any portion
3 of a park for which a park permit has been issued without the consent of
4 the permittee. This subsection shall not apply to persons acting under the
5 direction or control of City.

6 Section 8. VENDORS IN CITY PARKS.

7 (1) Only Park Vendors who meet the criteria in subsections 9 and 10 and are
8 issued a permit may operate in a park. Park Vendors shall complete a
9 Park Reservation Application and gain approval from the Director.

10 (2) The Director, or designee, reserves the right to determine the exact
11 location or route within each park or parking area adjacent to each park
12 where the Park Vendor may conduct operations under the terms of the
13 Permit.

14 (3) Park Vendors shall offer only food and non-alcoholic beverages from a
15 pushcart or other conveyance.

16 (4) Utilities will not be made available to Park Vendors.

17 (5) Park Vendors who meet the criteria and requirements in subsections 9 and
18 10 shall complete a Park Reservation Application each calendar year and
19 submit the application fee. Annual fees and monthly fees are set by the
20 City Council by Resolution. Park Vendors will pay per month of
21 operation and must indicate the months of operation for the year on the

1 Park Reservation Application. All annual and monthly fees will be
2 collected prior to issuance of the permit each year.

3 (6) Park Vendors shall operate only at the following parks and adjacent
4 parking areas:

- 5 1) Keizer Rapids Park
- 6 2) Claggett Creek Park
- 7 3) Chalmers Jones Park

8 (7) Park Vendors shall be subject to black-out dates at the discretion of the
9 Director. Black-out dates will be provided at the time of the issuance of
10 the Permit.

11 (8) Approved Park Vendors are required to carry at all times, and provide
12 upon request, copies of their Permit as issued by the City of Keizer Public
13 Works Department.

14 (9) A Park Vendor's pushcart or other conveyance shall be structurally and
15 mechanically sound and its design shall not create a hazard to the public.
16 No pushcart or similar conveyance shall be larger than three feet six
17 inches in width and six feet in length.

18 (10) Park Vendors must provide all required health and sanitary licenses issued
19 by the State and Marion County.

20 (11) Park Vendors shall be subject to the following conditions:

- 21 (a) Before a permit is issued to a Park Vendor, the applicant shall first

1 obtain and file with the Director a certificate of insurance
2 evidencing public liability, food products liability, and property
3 damage insurance protecting the permittee and City from all claims
4 for damage to property or bodily injury, including death, which
5 may arise from the activities under the permit or in connection
6 therewith. Such insurance shall provide coverage of not less than
7 the minimum amounts of \$2,000,000 per occurrence. Such
8 insurance shall be without prejudice to coverage otherwise existing
9 therein, and shall name the City of Keizer, its officers, agents and
10 employees as additional insureds, and shall further provide that the
11 policy shall not terminate or be canceled without 30 days prior
12 written notice to the City.

13 (b) Park Vendors shall not have an exclusive right to any specific
14 location on any park property or parking area.

15 (c) Park Vendors shall not be permitted a stationary location.

16 (d) Park Vendors shall not be allowed to occupy any area within a
17 sidewalk or eight feet from the entrance to any building.

18 (e) Pushcarts or other conveyances used shall only be located where
19 designated in the Permit.

20 (f) Park Vendors conducting business in a park or adjacent parking
21 area shall pick up any paper, cardboard, wood, or plastic

1 containers, wrappers, or any litter which is deposited by any person
2 within 20 feet of the Park Vendor's pushcart or other conveyance
3 at any time the Park Vendor is conducting business. In the event
4 that the vendor fails to keep and perform the preceding, the
5 Director shall have the right to order said work required by the
6 Permit and charge the contractor the cost to perform said work.
7 The cost to perform work shall be cost of direct labor and materials
8 required plus an overhead cost figure.

9 (g) No Park Vendor shall make any loud or unreasonable noise of any
10 kind by vocalizing or otherwise for the purpose of advertising or
11 attracting attention to the Park Vendor's business.

12 (h) No pushcart or other conveyance used by a Park Vendor shall be
13 left unattended at any time.

14 (i) The pushcart or other conveyance must be removed from the park
15 at the time specified in the Permit.

16 (j) All utensils and equipment used by a Park Vendor shall be
17 maintained in a clean and sanitary condition and shall conform to
18 all standards prescribed by state and local laws and regulations.

19 (k) Park Vendors must be able to present its required health and
20 sanitary licenses issued by the State and Marion County upon
21 request.

(1) The Director may impose other reasonable conditions.

Section 9. NONPUBLIC AREAS – POSTING REQUIRED – ENTERING OR DAMAGING PROPERTY PROHIBITED.

(1) By posting appropriate notices, the Director may exclude the public from or limit use of, any road, area, building, lands, trail, natural feature, water area or facility in a park which is used for access, storage, parking, shop, office, residence or utility purposes, or other park or recreational use, or any combination thereof, whenever public access to the same will endanger the public health or safety, interfere with such use, or cause damage to public property or natural resources. The Director may also by appropriate means exclude the public from the place of any construction, repair or demolition activity. No person may enter or remain or permit any person in their control to enter or remain in any part of a park when the park is closed to the public, unless authorized to do so by the Director.

(2) No unauthorized person may unlock, open, remove, move or tamper with any gate, door, window, ventilator, skylight, screen, grate, fence, lock or barrier, or any other thing maintained by the City to exclude the public from a park or portion thereof, or tamper with, remove or deface any sign, legend or other notice designating the same as dangerous or prohibiting entry therein.

Section 10. ENTERTAINMENT – PERMIT REQUIRED.

1 (1) Except as set forth below, no person or group may give any exhibition,
2 show, play, entertainment, performance, dance or concert, or project any
3 still or moving pictures in any park without first having obtained a permit
4 from the Director. Any individuals or groups may use the Keizer Rotary
5 Amphitheatre, the Claggett Creek Park shelter and the Chalmers Jones
6 Park gazebo to give any exhibition, show, play, entertainment,
7 performance, dance or concert on a first-come, first-served basis at any
8 time such facility is open if such use does not interfere with the priority or
9 permitted use, cause safety concerns, and is not likely to interfere with the
10 enjoyment of the adjacent park users or property in the vicinity of the
11 event. Any event involving electrical service use, amplified sound or
12 projection of still or moving pictures must obtain a permit from the
13 Director.

14 (2) The Director may issue a permit for an event described in section 10(1)
15 above if it is found that the use is not likely to interfere with the
16 enjoyment of the park by any other person or persons using the park or
17 property in the vicinity of the location of the proposed event, and is not
18 likely to cause unreasonable damage to park facilities. The Director may
19 attach reasonable conditions as to time, place, manner, frequency and
20 duration of permitted events so that the health, safety, convenience and
21 enjoyment of any persons not attending the event may not be

1 unreasonably affected, and to protect park facilities from unreasonable
2 damage.

3 (3) The requirements of Section 7 herein concerning permit procedures and
4 conditions apply to permits issued under this section.

5 Section 11. EXCLUSION OR REMOVAL OF CERTAIN ACTIVITIES, ANIMALS
6 OR MATERIALS.

7
8 The Director or any law enforcement officer may exclude, remove or require to
9 be removed from a park any animal, vehicle, equipment, activity, thing or material, the
10 use or presence of which is likely to:

11 (1) Cause an unreasonable risk of harm or danger to any person or damage to
12 any real or personal property;

13 (2) Cause any unreasonable burden of maintenance or cleanup.

14 Section 12. VEHICLES – OPERATION AND PARKING PROCEDURES AND
15 RESTRICTIONS.

16
17 (1) No person may stop, park, or leave standing or unattended any vehicle,
18 trailer or boat in any park, except in an area or space designated for
19 parking of such objects, or upon any portion of any street or highway
20 upon which the parking of such objects is permitted, or in excess of the
21 time prescribed therefore by any City ordinance or permit/[order](#) issued by
22 the Director. No person may stop, park or leave standing or unattended
23 any vehicle, trailer or boat in any area or space designated for parking of
24 such objects by the Director so that any part of such object is within the

1 right-of-way of any street or highway within the limits of any park. The
2 Director is hereby directed to post signs giving notice hereof in those
3 portions of parks as may be affected hereby.

4 (2) No person may operate a vehicle, except as authorized by the Director, in
5 any park except upon a publicly owned road or trail which is open for
6 public vehicular traffic within the park. No person may operate any
7 vehicle on any park road or trail at a speed greater than the speed limit
8 established by the Director and posted on the road or trail, or if no speed is
9 posted, at a speed greater than ten miles per hour.

10 (3) No person may wash, wax, dismantle or repair any vehicle, trailer, boat or
11 other equipment, or remove any lubricant from any vehicle, trailer, boat or
12 other equipment, or otherwise service any vehicle, trailer, boat or other
13 equipment, in any park except for emergency repairs or as authorized by
14 the Director.

15 (4) No person may take into or operate or park or leave standing within any
16 park any mechanically defective vehicle, trailer or boat, or any type
17 vehicle that is in violation of City Ordinance or any provision of the
18 Oregon Vehicle Code relating to mechanical requirements or safety of
19 vehicles.

20 (5) No person may leave standing any vehicle, trailer or boat in any park at
21 any time when the park or portion thereof is closed to the public, unless

1 authorized in writing by the Director to do so, with the exception of
2 vehicles left at the Keizer Rapids Park boat ramp parking lot in connection
3 with overnight or multi-day boat trips. In such instance, the vehicle
4 operator shall fill out a permit form and leave it on the dashboard of the
5 vehicle in plain view from outside the vehicle.

- 6 (6) Any law enforcement officer or security officer authorized by City may
7 remove from a park, in the manner provided and subject to the
8 requirements of the Oregon Vehicle Code, any vehicle, trailer or boat left
9 therein, or on any portion thereof, in violation of this section.

10 Section 13. ANIMALS AND PETS.

- 11 (1) The Director may establish a list of parks and/or areas within parks where
12 dogs are allowed. The list shall be a part of the City's park rules and
13 regulations. The Director's list shall indicate areas in which dogs may be
14 on-leash, off-leash or prohibited. The presence of other animals, unless
15 otherwise authorized in writing, is prohibited. The foregoing prohibitions
16 do not prevent any law enforcement officer in the performance of their
17 duty from possessing a police dog, or any person from utilizing a bona
18 fide assistance, service or guide dog, in any park, provided that the animal
19 is at all times in the control of the person. The foregoing prohibitions also
20 do not apply in situations where dogs are allowed to be off-leash under
21 state or federal disability laws, provided that the dog is under voice

command. In all areas, owners shall gather and properly dispose of all of their animals' feces.

(2) No person may set out food in any park for any wild animal, bird, fish or reptile. No person may set out food in any park for a tame animal not in the person's custody.

(3) No person may abandon any animal, bird, fish or reptile in any park.

(4) Except for fishing pursuant to all applicable regulations and licensing, no person may capture, hunt, molest, or harm, or attempt to capture, hunt, molest or harm, or administer or set out any bait or harmful substance for any wild or domestic animal, reptile, fish or bird, nor remove nor have in his possession the young, the eggs, or the nest of any animal, reptile or bird found in the park. Persons who are authorized by the Director to do so may kill, poison, or control or trap any of the above-named creatures, subject to applicable state and federal law.

Section 14. FIRES.

(1) No person may kindle or maintain in any park any outdoor fire in any place other than in a designated fireplace or barbecue pit maintained by City or in a portable barbecue or camp stove used safely in a designated picnic or cooking area in a park, or in another location as may be authorized in writing by the Director.

(2) In kindling or maintaining an outdoor fire in any park, only charcoal

briquettes, paper and wood may be used. Only manufacturer approved fuels shall be used in any camp stove.

(3) No person who kindles or maintains any outdoor fire in a park may leave the area where the fire is located without completely extinguishing the fire so that it is cold to the touch.

(4) If deemed necessary for public health and safety purposes in the sole discretion of the Director, any and all areas may be designated “No Fire” areas.

Section 15. SMOKING. No person may ignite, smoke or vape any tobacco, tobacco product, legal or illegal drugs of any type, or any other material, in any area of any park or park facility, except as allowed by permit at Keizer Rapids Park and Chalmers Jones Park only. The Director may limit the times and locations for any smoking/vaping areas, as well as impose other reasonable conditions.

Section 16. INTOXICATING BEVERAGES. No person may possess or consume any intoxicating beverage in any area of any park or park facility, except at Keizer Rapids Park, and Chalmers Jones Park pursuant to permit authority. The Director may issue an event permit allowing use of alcoholic beverages subject to the following conditions:

(1) Only individuals twenty-one (21) years of age or older may consume alcohol in accordance with this policy.

(2) No person shall sell, give or otherwise make available any alcoholic beverage to a person under the age of 21 years.

- 1 (3) No person shall sell, give or otherwise make available any alcoholic
2 beverage to any person who is visibly intoxicated.
- 3 (4) Alcoholic beverages are permitted only in the areas specifically delineated
4 in the permit. Permit conditions may include installing temporary
5 fencing, tape or other methods to delineate the areas within which
6 alcoholic beverages must be kept.
- 7 (5) Alcoholic beverages are allowed only in conjunction with a reserved event
8 and only pursuant to the permit conditions.
- 9 (6) Alcoholic beverages will be served only by a licensed server pursuant to
10 all Oregon Liquor Control Commission laws and regulations.
- 11 (7) The alcoholic beverage server must obtain a Temporary Sales License or
12 Temporary Use of an Annual License from the Oregon Liquor Control
13 Commission and shall provide a copy to City.
- 14 (8) The applicant shall, at its sole cost and expense, procure and maintain
15 through the term of the event a Comprehensive General Liability
16 insurance policy and Liquor Liability insurance policy in an amount to be
17 determined by the Director. The applicant shall provide to City a
18 certificate of insurance and endorsement adding the City, its employees,
19 agents and contractors as additional insured. As part of the event
20 reservation process, the applicant shall agree to defend, indemnify and
21 hold the City, its employees, agents and contractors from any and all

1 claims in connection with alcohol use on the premises.

2 (9) The Director may place reasonable conditions on the event to protect
3 persons and property.

4 Section 17. POWERED MODELS – OPERATION RESTRICTIONS.

5 (1) No person may operate in any park, any boat, car, rocket or other device
6 that is powered by a rocket motor or an internal combustion engine, except in an area
7 and at times as are designated for such use by the Director.

8 (2) Small unmanned aerial systems commonly referred to as drones may be
9 used in City parks. Operation of drones shall be done in accordance with Federal
10 Aviation Administration (FAA) regulations and Oregon Revised Statutes. Keizer may
11 establish “drone zones” where usage is encouraged so long as said usage is done in
12 compliance with FAA regulations and Oregon Revised Statutes.

13 Section 18. GOLF. No person may hit any golf ball in any park except in an area
14 designated for such use by the Director.

15 Section 19. DOING BUSINESS PROHIBITED. No person may practice or solicit for
16 any occupation, business or profession in any park, or sell or offer for sale therein any
17 service or merchandise unless pursuant to a contract/permit with City, or authorized by a
18 reservation permit.

19 Section 20. WATER POLLUTION. No person may throw, discharge or otherwise
20 deposit or cause or permit to be placed into the waters of any fountain, pond, lake,
21 stream, pool or any body of water in or adjacent to any park, or any tributary stream,

1 storm sewer, sanitary sewer or drain flowing into such waters, any substance, matter or
2 thing, that materially impairs the usefulness of the water for persons or the habitability
3 of the water for any animal, bird, fish or reptile that drinks, swims in or otherwise uses
4 the water.

5 Section 21. GUNS, FIREARMS, DANGEROUS MATERIALS AND FIREWORKS.

6 (1) No person, except by permit issued pursuant to state law or as otherwise
7 authorized by law, may bring into a park or possess, use or discharge
8 therein any of the following items: Any firearm or ammunition, explosive,
9 incendiary bomb or material, fireworks (except as otherwise provided in
10 this section), or any weapons such as, but not limited to, air guns,
11 slingshots, bows/crossbows and arrows, or paint ball guns.

12 (2) No person shall shoot any of the above-described items into the park
13 limits from outside the limits of a park.

14 (3) No fireworks may be brought into or used in any park, except for
15 commercial firework displays approved in writing by the City Council.

16 Section 22. CONDUCT. Persons who violate the Rules of Conduct according to
17 Keizer Ordinance Adopting Rules of Conduct for City Property, who willfully harass or
18 interfere with any government employee in the performance of his or her duties in a
19 park, or who by their conduct or by threatening or profane language annoy, willfully
20 molest, unreasonably interfere with the use of a park by any other person, who have
21 committed a public offense or violation in a park, who operate any vessel in an unsafe

manner or conduct themselves in an unsafe manner, may be excluded from the park pursuant to Keizer City Ordinance Adopting Rules of Conduct for City Property.”

Section 23. DAMAGING PARK PROPERTY. Unless authorized in writing by the Director to do so, no person may:

- (1) Pick, saw, chop, carve, cut, remove or damage any flowers, seeds, bark, branches, twigs, leaves or blossoms of any tree, plant, shrub, vine, bush or other vegetation in any park;
- (2) Drive any nail, screw, bolt or staple into, or attach any wire, rope or other fastening device to any tree or plant in any park;
- (3) Mark, deface, damage, displace or remove any building, bridge, table, chair, bench, fireplace, barrier, fence, railing, paving or paving material, water pipe or light, or any sign, notice or placard, whether temporary or permanent, or any cultural, natural or historic artifact, or monument stake, post or other boundary marker, or any other structure, equipment, facility or property, or part or appurtenance thereof whatsoever, in or from any park;
- (4) Cut or remove any sand, wood, turf, grass, gravel, stone or timber in or from any park, or make any excavation by any tool, equipment, blasting or by any other means in any park;
- (5) Paint, erect, mark, post or fasten on or to any tree, shrub, fence, wall, building, monument or other property in any park any poster, bill,

advertisement, inscription, sign or display, except for temporary directional signs which do not otherwise interfere with City-authorized signage, directing participants to an event within the park. Temporary directional signs shall be removed by event participants immediately following the event.

- (6) Take or operate a vehicle upon or over any lawn or landscaping in any park except as allowed by approved event permit. City will determine repair or replacement costs in event of damage.

Section 24. LITTERING. No person may deposit, drop or scatter any garbage, trash or rubbish, including, but not limited to, any glass, cigars/cigarettes or remains, paper, cans, ashes, leaves and cuttings, furniture, appliances or concrete in any park except in a receptacle designed and placed to receive the same; nor may any person import into or deposit in any park from any other place any garbage, trash or rubbish.

Section 25. CLOSING TIME – EMERGENCY CLOSING.

- (1) Subject to the exception noted below, or unless modified by the Director, all parks shall be open one-half (1/2) hour prior to sunrise to one-half (1/2) hour after sunset as determined by the U.S. Naval Observatory (Astronomical Applications Department), unless such Agency no longer provides this service. In such case, the determination of the time of sunrise and sunset shall be pursuant to the appropriate official governmental agency. All amplified sound shall completely cease by 9:00

1 p.m., unless permitted by the Director during the permitting process. The
2 usage of the boat ramp and parking lot at Walsh's Landing in Keizer
3 Rapids Park for purposes of putting in or taking out a vessel are allowed
4 two hours before sunrise and one and a half hours after sunset.

5 (2) Entering or remaining after closing time:

6 (a) No person may enter or remain in any park or portion thereof at
7 any time when the same is closed to the public unless specifically
8 allowed in these regulations or authorized to do so by the Director
9 in writing.

10 (b) The Director shall, by appropriate signs or other means, give notice
11 of closing times, and may designate certain areas which will be
12 closed to the public at a regular closing time, regardless of whether
13 or not any outdoor or indoor event is being or is scheduled to be
14 conducted elsewhere in the park.

15 (c) Persons may remain after closing time if camped in a specifically
16 designated camping area. The Director shall determine the
17 locations for such areas and a maximum number of nights and
18 maximum number of persons allowed.

19 (d) Ordinance No. 2020-812 (Prohibiting Camping on Sidewalks,
20 Public Property and Public Rights of Way; Declaring an
21 Emergency) as amended is applicable within city parks. If

Ordinance No. 2020-812 conflicts with these Park Regulations,
Ordinance No. 2020-812 shall apply.

(3) Events After Closing Time: Any portion of a park or any enclosed building in a park in which an event is being conducted or is scheduled to be conducted, based upon a permit issued by the Director, shall not be considered closed after the regular closing time to members of the public who are attending or participating in the event, and who are within the permitted portion of the park, the building, any paths leading thereto from any street, or any other facility, outdoor area or off-street parking area intended for use in connection therewith, until thirty minutes after the conclusion of the permitted event. As to other members of the public who are not participants in the event, the park and all structures therein shall be considered closed at the regular closing time.

(4) Keizer Little League Park may be open after normal closing times where fields are appropriately lighted within the dates and times as follows:

- (a) Lighting may extend the park hours from March 1 to October 31.
- (b) The park will close, and the lights will be off, at 11:00 p.m.
- (c) Extended hours shall be limited to Monday through Saturday; the park shall close at normal closing times on Sundays.
- (d) City Council may extend these hours for special events.

(5) Keizer Rapids Park Artificial Turf Fields may be open after normal

1 closing times where fields are appropriately lighted within the dates and
2 times as follows:

3 (a) Lighting may extend the Keizer Rapids Park Artificial Turf Fields
4 hours year round. If no games are scheduled, then the lighting will not
5 occur and the hours will not be extended.

6 (b) All programming/games shall be completed by 9:00 p.m. and the
7 lighting shall be dimmed at 9:00 p.m.

8 (c) Artificial Turf Fields will close, and the lights will be off, at 9:30
9 p.m.

10 (d) Extended hours shall be limited to Monday through Saturday; the
11 Artificial Turf Fields shall close at normal park closing times on
12 Sundays.

13 (e) City Council may extend these hours for special events.

14 (f) The extended closing times only apply to the Artificial Turf Fields
15 at Keizer Rapids Park and not any other part of Keizer Rapids Park
16 unless specifically permitted under these Park Regulations.

17 (6) Emergency closing:

18 (a) The Council, the Director, or the Chief of Police, or their
19 authorized representatives, may direct any park or designated
20 portion thereof to be closed at certain times or from time to time if
21 the closing is reasonably necessary for the proper conduct of any

activity by City, to protect public property or natural resources within a park or any private or public property or natural resources in the vicinity of a park from damage, or to preserve the public peace or safety in a park or portion of a park or in the vicinity thereof.

(b) When a park or portion thereof is closed to the public, pursuant to the above authority or any other proper authority, no person may enter the park or closed portion thereof after notice of closing or fail or refuse to promptly leave the park when requested to do so by the Director, any park attendant, guard, special officer authorized by the Director, or law enforcement officer.

Section 26. VESSELS.

(1) For parks located adjacent to the Willamette River, any vessel must be operated in accordance with all applicable county, state and federal regulations.

Section 27. VIOLATIONS. Violations of this Ordinance shall have the following maximum fine amounts:

- (1) Section 5, Subsection 3: \$100.00 (Carlson Skate Park violations).
- (2) Section 6, Subsection 2: \$200.00 (no exclusive use unless issued a permit).
- (3) Section 7, Subsection 13: \$200.00 (placement of booth, table, chair, stool,

structure, vehicle, or piece of equipment in any portion of a park for which a park permit has been issued without the consent of the permittee).

(4) Section 8: \$500.00 (vendors in city parks).

(5) Section 9, Subsection 1: \$200.00 (entering or remaining in park closed to public).

(6) Section 9, Subsection 2: \$500.00 (unlocking, opening, removing, moving, or tampering with gate, door, window, ventilator, skylight, screen, grate, fence, lock or barrier to exclude public from park or portion thereof, or tampering with, removing or defacing any sign, legend or other notice designating dangerous or prohibiting entry).

(7) Section 10: \$200.00 (entertainment).

(8) Section 12: \$200.00 (vehicles – operation and parking procedures and restrictions).

(9) Section 13, Subsections 1 and 2: \$200.00 (leash law, allowance of animals, and setting out food in park for animals).

(10) Section 13, Subsections 3 and 4: \$300.00 (abandoning animal in park, capturing, hunting, molesting, harming, or attempting to capture, hunt, molest or harm animals, and possession of the young, the eggs, or the nest of any animal).

(11) Section 14: \$500.00 (fires).

(12) Section 15: \$200.00 (smoking).

- 1 (13) Section 16: \$200.00 (intoxicating beverages).
- 2 (14) Section 17: \$150.00 (powered models).
- 3 (15) Section 18: \$150.00 (golf).
- 4 (16) Section 19: \$200.00 (doing business).
- 5 (17) Section 20: \$500.00 (water pollution).
- 6 (18) Section 21: \$500.00 (guns, firearms, dangerous materials and fireworks).
- 7 (19) Section 23: \$500.00 (damaging park property).
- 8 (20) Section 24: \$150.00 (littering).
- 9 (21) Section 25: \$300.00 (closing time – emergency closing).
- 10 (22) Section 26: \$200.00 (vessels).
- 11 (23) Enforcement of any violation under this Ordinance shall be accomplished
- 12 through the Keizer Civil Infraction Ordinance. The base fine amount shall
- 13 be the maximum fine. The presumptive fee shall be 75% of the maximum
- 14 fine amount. The minimum fine shall be 50% of the maximum fine
- 15 amount.
- 16 (24) In addition to enforcement noted above, violators may be excluded from
- 17 the park up to one hundred twenty (120) days if the municipal court finds
- 18 there is a reasonable likelihood for repeat violations.
- 19 Section 28. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or
- 20 portion of this Ordinance is for any reason held invalid or unconstitutional, or is denied
- 21 acknowledgment by any court or board of competent jurisdiction, then such portion shall

1 be deemed a separate, distinct, and independent provision and such holding shall not
2 affect the validity of the remaining portions hereof.

3 Section 29. REPEAL OF ORDINANCE NO. 2023-869. Ordinance No. 2023-869
4 (Establishing Keizer Parks Regulations) is hereby repealed in its entirety.

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

7 PASSED this _____ day of _____, 2024.

8 SIGNED this _____ day of _____, 2024.

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Mayor

City Recorder



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Adam Brown, City Manager
Subject: Wallace House Poster Agreement

Proposed Motion

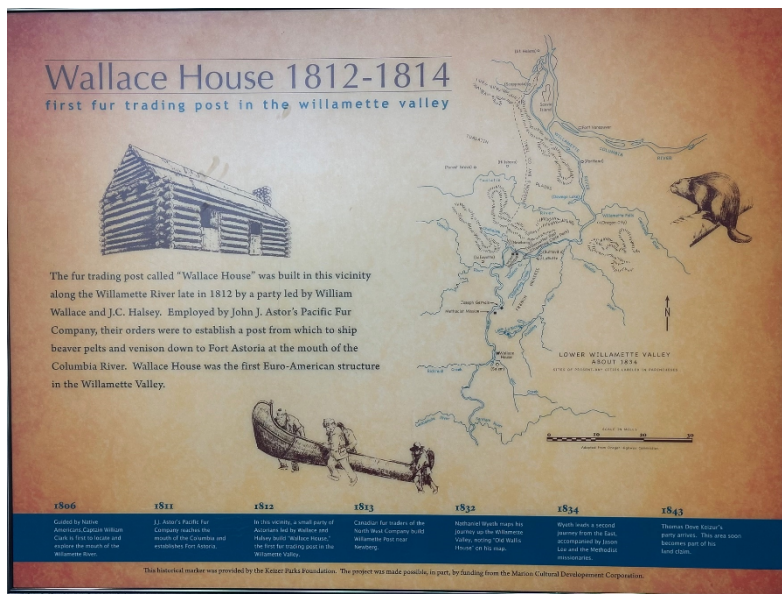
I move that the Keizer City Council adopt Resolution R2024-_____ Authorizing the City Manager to Enter Into Agreement for Exhibition of City-Owned Property With Keizer Heritage Museum.

I. Summary

A framed interpretive sign of the Wallace House has been housed in the Keizer City Hall. The Keizer Heritage Museum has requested that the sign become part of the permanent exhibit in the museum.

II. Background

The poster was created as part of the Keizer Points of Interest. A copy was framed and has been housed in City Hall. The Keizer Heritage Museum has requested that the poster be housed at the museum as part of their permanent display. The poster is shown below.



III. **Current Situation**

The Council can choose between two options. The poster could be given through an agreement, which means the city would retain ownership of the poster. The other option is to gift it to the Keizer Heritage Museum with a reversion clause that returns the poster to the City of Keizer in the event that the museum no longer exists.

IV. **Analysis**

- A. **Strategic Impact** - No impact on short or long-term goals.
- B. **Financial** - No financial impact.
- C. **Timing** - There is no urgent timing, but the Keizer Heritage Museum would like this to be in their final display which they are working on right now.
- D. **Policy/Legal** - Only the council can approve an agreement or transfer of property.

V. **Alternatives**

- 1. Adopt the attached resolution authorizing the City Manager to enter into an agreement with the Keizer Heritage Museum.
- 2. Direct staff to prepare a document that transfers the poster to the Keizer Heritage Museum indefinitely, but reverts it back to the city in the event that the museum ceases to exist.

VI. **Recommendation**

Staff recommends that the Keizer City Council adopt the attached Resolution authorizing the Keizer Heritage Museum to exhibit the Wallace House framed poster.

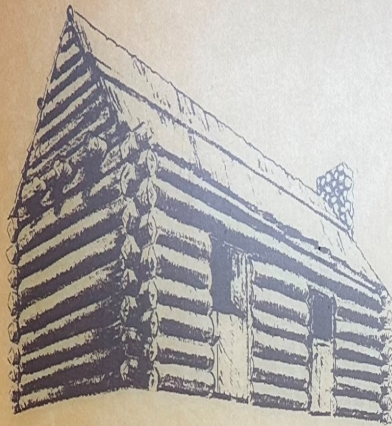
Attachments

- 1. Wallace House Poster_8 2024
- 2. RES_CC_Authorizing City Manager to Sign Agreement - Wallace House Plaque_9 3 2024
- 3. EXH_CC_Agreement for Exhibition of Wallace House Plaque With Keizer Heritage Museum_9 3 2024

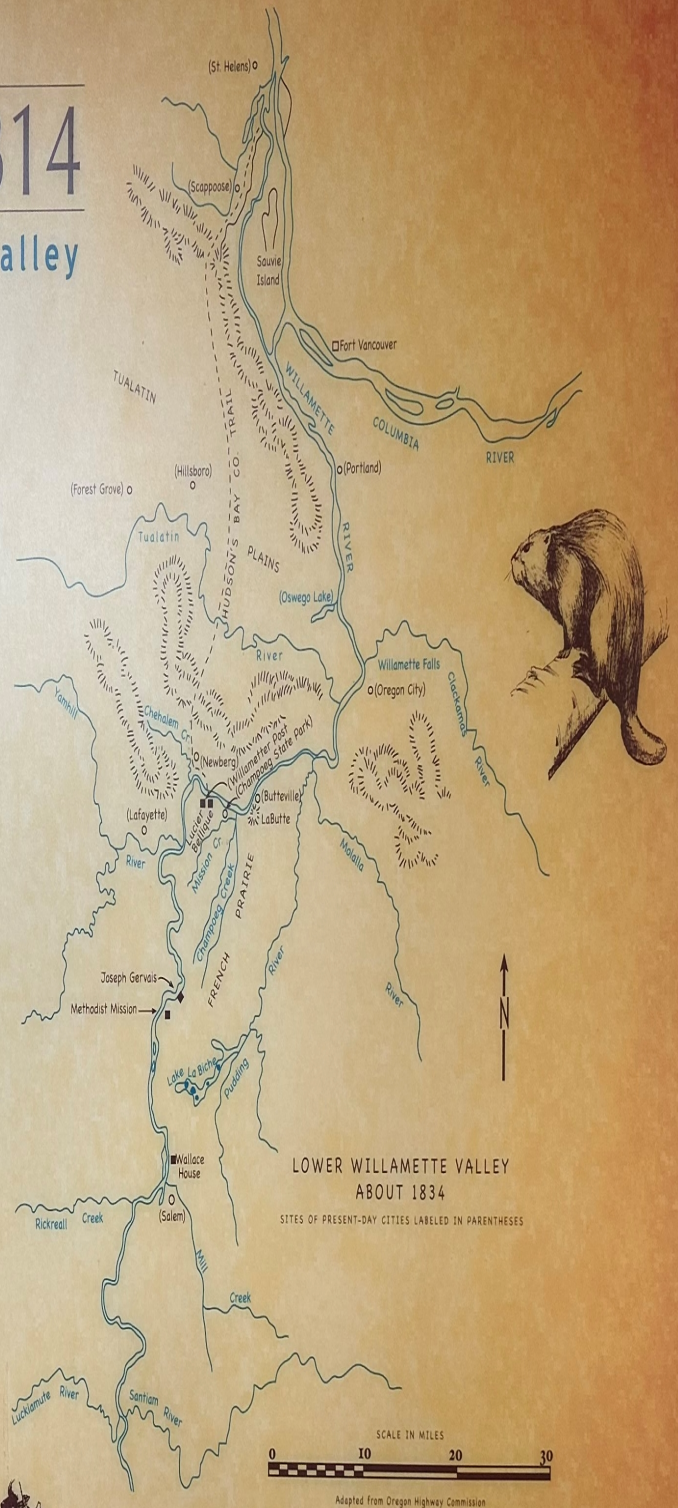
"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."

Wallace House 1812-1814

first fur trading post in the willamette valley



The fur trading post called "Wallace House" was built in this vicinity along the Willamette River late in 1812 by a party led by William Wallace and J.C. Halsey. Employed by John J. Astor's Pacific Fur Company, their orders were to establish a post from which to ship beaver pelts and venison down to Fort Astoria at the mouth of the Columbia River. Wallace House was the first Euro-American structure in the Willamette Valley.



1806

Guided by Native Americans, Captain William Clark is first to locate and explore the mouth of the Willamette River.

1811

J.J. Astor's Pacific Fur Company reaches the mouth of the Columbia and establishes Fort Astoria.

1812

In this vicinity, a small party of Astorians led by Wallace and Halsey build "Wallace House," the first fur trading post in the Willamette Valley.

1813

Canadian fur traders of the North West Company build Willamette Post near Newberg.

1832

Nathaniel Wyeth maps his journey up the Willamette Valley, noting "Old Wallis House" on his map.

1834

Wyeth leads a second journey from the East, accompanied by Jason Lee and the Methodist missionaries.

1843

Thomas Dove Keizer's party arrives. This area soon becomes part of his land claim.

This historical marker was provided by the Keizer Parks Foundation. The project was made possible, in part, by funding from the Marion Cultural Development Corporation.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2024-_____

AUTHORIZING THE CITY MANAGER TO ENTER INTO
AGREEMENT FOR EXHIBITION OF CITY-OWNED
PROPERTY WITH KEIZER HERITAGE MUSEUM

WHEREAS, the Keizer Heritage Museum wishes to display the Wallace House
plaque at 980 Chemawa Road NE, Keizer, Oregon;

WHEREAS, the City Council wishes to loan such City-owned property to the
Keizer Heritage Museum;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City
Manager is authorized to enter into the Agreement for Exhibition of City-Owned
Property with the Keizer Heritage Museum, a copy of which is attached hereto and by
this reference incorporated herein.

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

PASSED this _____ day of _____, 2024.

SIGNED this _____ day of _____, 2024.

Mayor

City Recorder

AGREEMENT FOR EXHIBITION OF CITY-OWNED PROPERTY
CITY OF KEIZER, OREGON

This agreement, made and entered into the _____ day of _____, 2024, by and between the City of Keizer, an Oregon municipal corporation (referred to herein as “the City”) and the Keizer Heritage Museum, (referred to herein as “Keizer Heritage”).

WHEREAS, Keizer Heritage wishes to display City’s property known as “Wallace House plaque” (“City Property”) at its location at 980 Chemawa Road NE, Keizer, Oregon and the City is willing to loan City Property and authorize such public display in accordance with the agreements set forth herein;

THE PARTIES AGREE AS FOLLOWS:

1. Immediately following execution of this Agreement by the City, Keizer Heritage is authorized to display for the public those items set forth in Exhibit “A” attached hereto and by this reference incorporated herein.
2. The location selected for the public display of City Property is at 980 Chemawa Road NE, Keizer, Oregon (“Site”).
3. Keizer Heritage agrees to transport and install City Property at no expense of the City. Except as provided in paragraph 8 below, City Property shall remain the property of the City. However, by virtue of this Agreement, Keizer Heritage is entitled to possession of the City Property, and the City agrees to relinquish possession of City Property, from the date of this agreement until the end of the Exhibition Period described in paragraph 7 below.
4. At the end of the Exhibition Period, Keizer Heritage agrees to remove City Property from the Site and return it to the City in the same condition as existed prior to removal of City Property.
5. Transportation of City Property to and from the Site, proper installation, and all associated costs and expenses, shall be the responsibility of Keizer Heritage.
6. During the Exhibition Period, Keizer Heritage shall be responsible for all cleaning, maintenance and upkeep of City Property.

7. The "Exhibition Period" means a period beginning with the date of this Agreement and ending August 30, 2026, subject to renewal as set forth herein. The Exhibition Period may be shortened by thirty (30) days written notice. This Agreement will automatically extend for additional two (2) year periods unless written notice is delivered to the other party thirty (30) days prior to the termination date.

8. The City may sell City Property at any time during the Exhibition Period and, if so sold, may assign its right under this Agreement to remove City Property at the end of the Exhibition Period. Under no circumstances shall sale of City Property terminate this Agreement or adversely affect the party's rights hereunder, including, but not limited to Keizer Heritage's right of possession during the Exhibition Period. Nevertheless, the parties may mutually agree in writing that the City may remove sold City Property prior to the expiration of the Exhibition Period. The City agrees to promptly provide Keizer Heritage written notice of any sale of City Property, including designation of the party to whom City Property should be released upon expiration or other termination of the Exhibition Period.

9. The City hereby grants Keizer Heritage, in perpetuity, the right to photograph, film, videotape, or otherwise to record or depict City Property at any time during the Exhibition Period and to use such photographs, films, videotapes, records or depictions at any time thereafter, provided that Keizer Heritage gives artistic credit to the Artist concurrently with such use.

10. Keizer Heritage shall insure City Property against damage or loss for no less than \$2,000.00, which amount the parties agree is the fair market value of City Property. Keizer Heritage's obligation to provide insurance is solely for the duration of the Exhibition Period and only when City Property is located at the Site and during any transportation of City Property. The City shall have no liability for damage or destruction that may occur during transportation to or from the Site, during installation, during display, or during removal.

11. Keizer Heritage agrees to indemnify City from any and all claims, losses, damages, injuries and/or liabilities of any kind whatsoever, including reasonable attorney fees and costs, arising out of or related to the transportation, installation or removal of City Property, or arising out of or related to any defects of City Property, faulty workmanship of the Artist or any acts of negligence by the City, the City's agents or employees.

12. This Agreement may be terminated at any time by mutual written consent of the parties.

13. Except for assignment to a purchaser of the right to remove City Property after the Exhibition Period as provided in paragraph 8 above, this Agreement is not assignable by Keizer Heritage, either in whole or in part, without the prior written consent of the City. The City and Keizer Heritage are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any enforceable benefit or right, whether directly, indirectly, or otherwise, to third persons.

14. The failure of the City to enforce any provision of this Agreement shall not constitute a waiver by the City of that or any other provision.

15. This Agreement represents the entire and integrated Agreement between the City and Keizer Heritage, and supersedes all prior negotiations, representations or agreements, either written or oral relating to City Property. This Agreement may be amended only by written instrument signed by both Keizer Heritage and the City.

16. 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.

KEIZER HERITAGE MUSEUM

CITY OF KEIZER

By:_____

By:_____

Adam J. Brown
City Manager

DATED:_____

DATED:_____

APPROVED AS TO FORM:

City Attorney



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Joseph Lindsay, City Attorney
Subject: Approving the Municipal Court Judge Observation Form

Proposed Motion

I move to adopt Resolution R2024-___ Approving the Municipal Court Judge Observation Form

I. Summary

The City Attorney was asked to create a form to use when City Councilors observe the Judge in court, so that the visiting councilors will have a consistent approach in their annual observations. The Judge has reviewed this and agrees with it. And, at the Personnel Policy Committee (PPC) meetings in April and July, some final changes to the form were suggested. This latest form incorporates those suggestions.

II. Background

- A. The Municipal Court Judge is a Keizer City Charter office appointed and removed by a majority of the Keizer City Council. The Council contracts out this position as an independent contractor. In the Municipal Judge Services Contract, Section 3.2, it states that the Judge's performance will be evaluated pursuant to the adopted evaluation procedures that are subject to change. Heretofore, part of these procedures have been to have two councilors a year observe court and report their observations to the rest of City Council. Following this year's observations, the Council desired to have a way to approach observations with consistent goals and parameters in mind.

III. Current Situation

- A. The areas of focus for the observation form were taken mostly from the scope of work for the Judge's position along with incorporating a more general view of what an observer might appreciate in a judicial approach. The scoring between 1 and 4 in each category is familiar to the Council because they use the same rubric for evaluation of their other employees: the City Manager and the City Attorney. Areas of review attempt to use plain language and concepts, so that there is an easier

understanding of what is being observed. And now there are comment lines for each category for convenience in the logging of any real world examples as well as lines at the bottom for any general observations.

- B. On April 22, 2024, the PPC met and discussed an earlier version of the observation form. After discussions on the matter, the City Attorney incorporated the suggested changes for consideration at the next PPC meeting in July. The Judge was also given the opportunity to review the form after said changes were made. He was satisfied with the form and did not suggest any changes. At the July PPC meeting, the PPC voted to recommend this form to the City Council for their approval.

IV. Analysis

- A. **Strategic Impact** - NA
- B. **Financial** - NA
- C. **Timing** - The implementation of this form will be helpful for the next annual observations.
- D. **Policy/Legal** - An observation form was created because the Judge is an independent contractor. One of the essential, defining features of an independent contractor (versus an employee) is that the employer doesn't get to direct the work. The independent contractor is contracted to accomplish the scope of services under the contract. Any attempt at evaluation should be mindful of this distinction. The approach with an independent contractor is to ask whether or not they are performing the scope of work in a satisfactory manner. This observation form is to be used to report if the scope of work isn't satisfactory. If this is the case, because the Judge is a public official, the Council should avail itself of the use of executive session to discuss the matter more thoroughly outside of the public eye after proper notice is given to the Judge.

V. Alternatives

- A. Approve the form as-is.
- B. Approve the form with amendments.
- C. Do not approve the form.

VI. Recommendation

Staff recommends the approval of the form as-is by adoption of the attached Resolution.

Attachments

- 1. RES_CC_Approving Municipal Court Judge Observation Form_9 3 2024
- 2. Municipal Court Judge Evaluation Form (004)

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2024-_____

APPROVING THE MUNICIPAL COURT JUDGE
OBSERVATION FORM

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

WHEREAS, the City Council wishes to approve a municipal court judge
observation form for its use in the evaluation process;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the attached
Municipal Court Judge Observation Form is approved and to be used for future
Municipal Judge Evaluations.

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

PASSED this _____ day of _____, 2024.

SIGNED this _____ day of _____, 2024.

Mayor

City Recorder

Municipal Court Judge Observation Form

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

Judge's Name: _____

Date of Observation: _____

Evaluator's Name: _____

SCORING from 1 to 4:

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

1 Unsatisfactory

2 Fair

3 Meets Expectations/Good

4 Exceeds Expectations/Excellent

AREAS OF EVALUATION

SCORE

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

Additional Comments or Feedback:



To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Tim Wood, Assistant City Manager

Subject: Authorizing the City Manager to enter into a "Settlement Agreement and Release of Claims" and "Authorization and Release Agreement" with current and former Tier 1 and Tier 2 employees.

Proposed Motion

I move the City Council adopt Resolution R2024-___ Authorizing the City Manager to Sign Settlement Agreement and Release of Claims and Authorization and Release Agreement With Current and Former Public Employee Retirement System (PERS) Tier 1 and Tier 2 Employees.

I. Summary

PERS is requiring the City and current and former Tier 1 and Tier 2 employees to enter into agreements in order for PERS to reopen certain accounts to resolve the reporting by including the employer 457 deferred compensation contribution as subject salary.

II. Background

- A. The Keizer City Council voted on November 20, 2023, not to appeal the determination letter by PERS, which stated that employer discretionary 457 contributions for Tier 1 and Tier 2 employees should be reported as subject salary.
- B. The Keizer City Council authorized the City Manager to work directly with PERS to resolve the subject salary reporting at the May 20, 2024, City Council Meeting.
- C. At the July 1, 2024, City Council Meeting, the Finance Director was authorized to enter into engagement letters with bond counsel and a placement agent in anticipation of issuing debt to provide resources and appropriations to resolve the Tier 1 and Tier 2 subject salary reporting.
- D. At the August 5, 2024, City Council Meeting, the City Council voted to authorize the issuance of bonds up to \$5.5 million to resolve the Tier 1 and Tier 2 subject salary reporting.

III. Current Situation

City Staff has worked with PERS and external/internal legal counsel to prepare the

"Settlement Agreement and Release of Claims" and "Authorization and Release Agreement" required for PERS to reopen:

1. Retiree accounts that are beyond the 240-day deadline to file a "Dispute of Notice of Entitlement", or
2. Current employees whose accounts are locked due to the data verification process.

The key provisions of the settlement agreement are:

1. The City and the retiree are authorizing PERS to open their account and make necessary adjustments to reflect the inclusion of the employer discretionary 457 contribution as subject salary.
2. Full release of claims against PERS by the retiree and the City for the adjustments made as part of the resolution process.
3. The settlement agreement does not set a precedent for current or future claims.
4. The settlement agreement is the sole and entire agreement.

IV. Analysis

- A. **Strategic Impact** - Not applicable
- B. **Financial** - Resolving the PERS Tier 1 and Tier 2 subject salary reporting is estimated to cost approximately \$3.6 million. The final amount will be calculated by PERS based on the information provided by the City. The financial data will be reviewed by Morones Analytics to ensure the integrity of the data provided by the City and the calculation of the amounts due to PERS.
- C. **Timing** - Upon execution of the agreements, the City will provide PERS with the data to resolve the current and former Tier 1 and Tier 2 employees subject salary.
- D. **Policy/Legal** - City Council authorization is required to move forward with the agreements due to the anticipated total cost.

V. Alternatives

- A. Adopt the attached resolution authorizing the City Manager to enter into the "Settlement Agreement and Release of Claims" and "Authorization and Release Agreement" with current and former employees to resolve the PERS Tier 1 and Tier 2 subject salary reporting by including the employer 457 deferred compensation contribution as subject salary.
- B. Take No Action

VI. Recommendation

Staff recommends the City Council adopt the attached resolution authorizing the City

Manager to enter into the "Settlement Agreement and Release of Claims" and "Authorization and Release Agreement" with current and former employees to resolve the PERS Tier 1 and Tier 2 subject salary reporting by including the employer 457 deferred compensation contribution as subject salary.

Attachments

1. RES_CC_Authorizing City Manager to Enter Into Settlement Agreements - PERS_9 3 2024
2. AGT_CC_Settlement Agreement and Release of Claims_09 03 2024
3. AGT_CC_PERS Authorization and Release Agreement - Non-Represented_09 03 2024
4. AGT_CC_PERS Authorization and Release Agreement - Grievants_09 03 2024

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2024-_____

AUTHORIZING THE CITY MANAGER TO SIGN SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS AND AUTHORIZATION AND RELEASE AGREEMENT WITH CURRENT AND FORMER PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS) TIER 1 AND TIER 2 EMPLOYEES

WHEREAS, Council voted on November 20, 2023 not to appeal the determination letter from PERS which stated that employer discretionary 457 contributions for Tier 1 and Tier 2 employees should be reported as subject salary;

WHEREAS, Council authorized the City Manager to work with PERS to resolve the subject salary reporting on May 20, 2024;

WHEREAS, on July 1, 2024, Council authorized the Finance Director to enter into engagement letters with bond counsel and a placement agent in anticipation of issuing debt to provide resources and appropriations to resolve the Tier 1 and Tier 2 subject salary reporting;

WHEREAS, on August 5, 2024, Council voted to authorize the issuance of bonds up to \$5.5 million to resolve the Tier 1 and Tier 2 subject salary reporting;

WHEREAS, staff has worked with PERS and legal counsel to prepare the attached Settlement Agreement and Release of Claims and Authorization and Release Agreement forms that PERS requires to reopen accounts that are beyond the 240-day deadline to file a dispute and current employees whose accounts are locked due to the data verification process;

1 NOW, THEREFORE,

2 BE IT RESOLVED by the City Council of the City of Keizer that the City
3 Manager is authorized to enter into Settlement Agreement and Release of Claims and
4 Authorization and Release Agreement, a form copy of which is attached hereto and by
5 this reference incorporated herein, with current and former Tier 1 and Tier 2 employees.
6 In addition, the City Manager is authorized to approve minor, non-monetary
7 amendments to the attached agreements as necessary and appropriate, so long as the City
8 Attorney recommends such amendments without formal Council approval.

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

11 PASSED this _____ day of _____, 2024.

12

13 SIGNED this _____ day of _____, 2024.

14

15

16

Mayor

17

18

19

City Recorder

Settlement Agreement and Release of Claims

This settlement agreement is between the City of Keizer (the City) and _____, (“Retiree”), a former employee of the City who retired on _____.

RECITALS

Whereas, Retiree was employed by the City and received employer matching contributions to Retiree’s 457 retirement account from ____ to ____;

Whereas, the City believed that the employer matching contributions were not subject salary under PERS when the contributions were made, and did not treat the contributions as “subject salary” under PERS;

Whereas, the City received guidance from PERS on _____ that the employer matching contributions were considered to be “subject salary” under PERS (“the PERS determination”);

Whereas, the City did not appeal the PERS determination, but still disputes that the contributions should be considered “subject salary”; and

Whereas, the parties wish to resolve any potential claims that Retiree may have regarding the employer matching employer contributions and the PERS determination;

Therefore, the parties agree as set forth below.

TERMS

1. After this Agreement becomes final and binding, the City will comply with the PERS determination regarding the matching employer contributions that were made into Retiree’s 457 account, by submitting the applicable Demographic and Adjustment – Wage and Contribution Reports to include the employer matching 457 contribution as subject salary for Retiree, dating back to the time that Retiree initially received the matching contributions from the City. Retiree will be notified when the reporting is finalized, and upon request, a full accounting will be given to Retiree.
2. As a condition of this Agreement, the parties must agree to enter into an Authorization and Release Agreement, in the form attached as Exhibit A, authorizing PERS to effectuate the necessary corrections to Retiree’s PERS account.
3. In consideration of the City’s promises in this Agreement, Retiree forever and unconditionally releases any and all claims that Retiree has or may claim to have against the City (including its past and present elected officials, employees and representatives) in connection with the 457 matching contributions and/or

the PERS determination, whether based on theories of contract, statutory obligations, or any other legal basis whatsoever. The released claims released include, but are not limited to, claims for breach of oral or written contract, claims for loss of income or interest, claims for consequential damages, claims breach of the duty of good faith and fair dealing, and/or claims for attorney fees or costs.

- 4. By signing below, Retiree represents that Retiree has not filed any claims against the City in court or with any government agency regarding alleged unpaid PERS contributions or benefits.
- 5. As used in this Agreement, Retiree includes Retiree's heirs, executors, administrators, assigns, agents, attorneys, marital community if any, and any other person or entity by, for, or through whom [may act.
- 6. Nothing in the offering or signing of this Agreement shall be interpreted as an admission of liability or wrongdoing by any party.
- 7. This Agreement reflects the entire understanding between Retiree and the City regarding the subject matter covered by the Agreement. In other words, in signing this Agreement, Retiree is not relying on any representations or promises by the City or its employees or representatives other than what is stated in this Agreement.
- 8. The offer set forth in this Agreement will remain open through 5:00 p.m. on _____, 2024. To accept the terms, Retiree must return the signed Agreement to the City on or before that date. If the signed Agreement is returned by mail, it must be postmarked by that date, and addressed to _____. The Agreement will become effective and binding when both this Agreement, and the Authorization and Release Agreement referenced in Paragraph 2 above, have been signed by both parties.

By signing below, each party acknowledges that they understand all the provisions of this Agreement, have signed this Agreement freely and voluntarily without reservation, and understand that this is their full and entire agreement.

FOR THE CITY OF KEIZER:

Title: _____

Date

Retiree:

Signature

Print Name

Date

AUTHORIZATION AND RELEASE AGREEMENT

This agreement is made and entered into voluntarily by **City of Keizer** (“the City”), and any City of Keizer former employee/retiree who is listed on Exhibit A and who signs this authorization agreement (referred to individually herein as an “Authorizing Retiree”).

RECITALS

- A. The City is a participating public employer that offers PERS retirement benefits to its employees.
- B. PERS is a governmental retirement plan offered to employees of participating public employers in the State of Oregon.
- C. In 1993 and 1994, the City started an employer sponsored 457 deferred compensation plan for employees, and offered a matching contribution for those employees who chose to make contributions into their respective 457 plan accounts. The intent of the plan was to provide a retirement benefit option to substitute for benefits under the FICA system (i.e., social security), because the City did not participate in that system.
- D. The former employees of the City listed on Exhibit A to this Agreement are PERS Tier 1 or Tier 2 members that received matching employer contributions to their 457 accounts during their employment, and that retired under PERS more than 240 days ago.
- H. Historically, the City believed that employer matching contributions made to the employee’s 457 deferred compensation plan accounts were not made at the employee’s election. Therefore, the City did not include those employer contributions in the employees’ reportable salary to PERS.
- I. What counts as salary for PERS purposes is defined for Tier 1 and Tier 2 members in Oregon Revised Statutes (ORS) 238.005(26). It is also referred to as “subject salary,” or “reportable wages.” “Subject salary” is the basis for calculating PERS retirement benefits.
- J. In late 2022, during collective bargaining preparations with the Keizer Police Association, the City became aware of a potential issue regarding its obligations under the PERS laws with respect to the matching 457 contributions, and whether those contributions should be reportable to PERS as subject salary.
- K. To respond to the potential reporting issue, the City worked with outside legal counsel in good faith to determine whether the City’s understanding of reporting obligations for matching 457 contributions was correct. City staff also reached out to PERS analysts for their interpretation, and subsequently requested a formal PERS staff determination.
- L. On November 8, 2023, PERS issued its formal staff determination that employer matching contributions made to the 457 deferred compensation plan accounts of Tier 1 and Tier 2 members should be reported as subject salary for these members. PERS further determined that if the City of Keizer hadn’t been reporting the matching employer

contributions made to a Tier 1 or Tier 2 employee's 457 account as subject salary for prior years, that the employer reporting for current employees should be reviewed and corrected.

- M. PERS explained that according to ORS 238.005(26)(b)(A), applicable to Tier 1 and Tier 2 members of PERS, the "salary" definition includes "[p]ayments of employee and employer money into a deferred compensation plan, which are deemed salary paid in each month of deferral," regardless of whether they were made at the employee's election, notwithstanding the information in the PERS Employer Handbook.
- N. On November 20, 2023, the Keizer City Council voted to not appeal the determination letter by PERS, which stated that 457 matching contributions for Tier 1 and Tier 2 employees are considered subject salary for purposes of PERS reporting.
- O. The City now wishes to completely resolve any potential claims of each Authorizing Retiree fully and finally without further administrative hearing or litigation of any kind. To this end, this Agreement is intended to enable the City to correct its reporting to PERS, and to authorize PERS to make corrections to the City's past reportable wages, consistent with the PERS staff determination, for each of the Authorizing Retirees who enter into this Agreement by signing below. PERS is expressly authorized to make such corrections even if there are data verifications issued under ORS 238.285 and/or notices of entitlements issued under ORS 238.450.

AGREEMENT

NOW, THEREFORE, in consideration of their promises set forth herein and intending to be legally bound, the parties agree as follows:

1. **Correction to PERS Accounts:** For purposes of this Agreement, Employer Contributions to Tier 1 and Tier 2 employees are deemed "subject salary" under ORS 238.005(26)(b)(A), and any prior reporting that is inconsistent with this finding may be corrected by PERS for each Authorizing Retiree who signs this Agreement. By signing this Agreement, an Authorizing Retiree authorizes PERS to make the necessary adjustments to that Authorizing Retiree's member account, and the City agrees to make the corresponding contributions for that Authorizing Retiree.
2. **Settlement Agreement and Non-Admission of Liability:** As a condition of the City entering into this Agreement with the Authorizing Retiree, each Authorizing Retiree must sign a separate Settlement and Release Agreement with the City. Nothing in this Agreement or the separate Settlement and Release Agreement shall be construed as an admission of any liability or wrongdoing by any party concerning the merits of any claims.
3. **Full Release of Claims Against PERS by Authorizing Retirees:** In consideration for the above-mentioned adjustments to their retirement contributions, each Authorizing Retiree who signs this Agreement, individually and on behalf of any heirs, executors, administrators, successors, agents, and assigns agrees to release, acquit, and forever

discharge PERS (which includes all those in interest with PERS, including the State of Oregon and all of its political subdivisions, agencies, departments, administrators, officers, current and former employees, agents, attorneys, and insurers, collectively “Released Parties”) from any and all claims, demands, or causes of action, whether known or unknown, under any legal, equitable, or other theory, that exist or may exist against the Released Parties as a result of PERS making the authorized adjustments to the Authorizing Retiree’s member accounts. The release, acquittal, and discharge described above (“Release by Authorized Retirees”) includes any claims against the Released Parties arising from the negotiation or execution of this Agreement. This Release also includes any damages (including past and future retirement benefits, lost wages, impairment of earnings, emotional distress, pain and suffering, punitive damages, and any other compensatory, economic, noneconomic, nominal, or other forms of damage) and equitable relief (including injunctions or declaratory judgments), whether known or unknown, or which may develop after the effective date of this Agreement, and including any and all expenses (attorney fees, costs, and disbursements), related to any correction or adjustment of the Authorizing Retirees’ respective PERS accounts pursuant to this Agreement.

4. **Full Release of Claims Against PERS by the City:** In consideration of PERS administering this Authorization and Release Agreement, the City, individually and behalf of any administrators, successors, agents and assigns, agrees to release, acquit, and forever discharge PERS (including the “Released Parties” identified in paragraph 3), from all claims, demands, or causes of action, whether known or unknown, under any legal, equitable, or other theory, that exist or may exist against the Released Parties as a result of PERS making adjustments to an Authorizing Retiree’s member accounts. The release, acquittal, and discharge described above (“Release by the City”) includes any claims against the Released Parties arising from the negotiation or execution of this Agreement. This Release by the City also includes any damages or equitable relief, whether known or unknown, or which may develop after the effective date of this Agreement, and including any and all expenses (attorney fees, costs, and disbursements), related to any correction or adjustment of the Authorizing Retirees’ respective member accounts pursuant to this Agreement.
5. **Legal Costs:** By signing below, the City and Authorizing Retiree acknowledge and agree that they are each solely responsible for paying any attorney fees and costs incurred by them in connection with any claims against PERS (including the “Released Parties”) that are released under this Agreement, and that neither the City nor the Authorizing Retirees nor their attorneys will seek any award of attorney fees or costs from the other parties or the Released Parties in connection with such released claims.
6. **Choice of Law:** This Agreement shall in all respects be interpreted, enforced, and governed under the laws of the State of Oregon. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party.

7. **Severability:** If any provision of this Agreement shall ever be declared unenforceable, void or voidable, or otherwise struck down or invalidated, the invalidation shall affect that particular provision only. The remaining provisions shall continue in full force and effect.
8. **No Precedent:** This Agreement does not establish a precedent in the settlement of any current or future grievance, claim of unfair labor practice, or other dispute among the parties, and shall not be admissible as evidence in any future arbitration, administrative or court proceeding, except in a proceeding to enforce the terms of this Agreement.
9. **Sole and Entire Agreement:** Other than the Settlement Agreement referenced in Paragraph 2 above, this Agreement is the sole and entire agreement between the City and any Authorizing Retiree who signs this Agreement relating to the release of claims, demands or causes of action against PERS and the other Released Parties. This Agreement fully supersedes any and all other written or oral contracts, agreements, or understandings among or between the signatories pertaining to such release of claims, demands or causes of action against PERS. No change or modification of this Agreement is valid unless it is in writing and signed by the City and any Authorizing Retiree who signs the Agreement and is affected by the change or modification.
10. **Counterparts; Electronically Transmitted Signatures:** This Agreement may be executed in counterparts, and shall be effective and binding with respect to each Authorizing Retiree who signs the Agreement, after both this Agreement and the Settlement Agreement referenced in Paragraph 2 have been signed by the City and the Authorizing Retiree, regardless of whether the other Authorizing Retirees choose to sign it. The parties agree that PDF/Facsimile transmitted signatures are to be treated as original signatures for purposes of consummating this Agreement.

FOR THE CITY OF KEIZER:

ADAM J BROWN, CITY MANAGER

Date

FOR _____ (AUTHORIZING EMPLOYEE):

SIGNATURE
ADDRESS 1
ADDRESS 2

Date

AUTHORIZATION AND RELEASE AGREEMENT

This agreement is made and entered into voluntarily by **City of Keizer** (“the City”), and any of the following individuals who sign this Agreement below: **CARRIE J. ANDERSON** (ANDERSON), an individual, on behalf of herself, her agents, assigns, attorneys, heirs, successors, executors and administrators; **DAVID ZAVALA** (ZAVALA), an individual, on behalf of himself, his agents, assigns, attorneys, heirs, successors, executors and administrators; **JEREMIE B. FLETCHER** (FLETCHER), an individual, on behalf of himself, his agents, assigns, attorneys, heirs, successors, executors and administrators, and **JAY PRALL** (PRALL), an individual, on behalf of himself, his agents, assigns, attorneys, heirs, successors, executors and administrators. ANDERSON, ZAVALA, FLETCHER and PRALL are each referred to individually as a “NAMED EMPLOYEE”.

RECITALS

- A. The City is a participating public employer that offers PERS retirement benefits to its employees.
- B. PERS is a governmental retirement plan offered to employees of participating public employers in the State of Oregon.
- C. In 1993 and 1994, the City started an employer sponsored 457 deferred compensation plan for employees, and offered a matching contribution for those employees who chose to make contributions into their respective 457 plan accounts. The intent of the plan was to provide a retirement benefit option to substitute for benefits under the FICA system (i.e., social security), because the City did not participate in that system.
- D. Ms. Anderson is an employee of the City who received matching employer contributions to her 457 account between 1995 and 2023, and who participates in PERS as a Tier 1 member.
- E. Mr. Zavala is an employee of the City who received matching employer contributions to his 457 account between 2000 and 2023, and who participates in PERS as a Tier 2 member.
- F. Mr. Fletcher is an employee of the City who received matching employer contributions to his 457 account between 1999 and 2023, and who participates in PERS as a Tier 2 member.
- G. Mr. Prall is an employee of the City who received matching employer contributions to his 457 account between 1994 and 2021, and who retired under PERS in 2021 and was subsequently rehired by the City.
- H. Historically, the City believed that employer matching contributions made to the employee’s 457 deferred compensation plan accounts were not made at the employee’s election. Therefore, the City did not include those employer contributions in the employees’ reportable salary to PERS.

- I. What counts as salary for PERS purposes is defined for Tier 1 and Tier 2 members in Oregon Revised Statutes (ORS) 238.005(26). It is also referred to as “subject salary,” or “reportable wages.” “Subject salary” is the basis for calculating PERS retirement benefits.
- J. In late 2022, during collective bargaining preparations with the Keizer Police Association, the City became aware of a potential issue regarding its obligations under the PERS laws with respect to the matching 457 contributions, and whether those contributions should be reportable to PERS as subject salary.
- K. To respond to the potential reporting issue, the City worked with outside legal counsel in good faith to determine whether the City’s understanding of reporting obligations for matching 457 contributions was correct. City staff also reached out to PERS analysts for their interpretation, and subsequently requested a formal PERS staff determination.
- L. On November 8, 2023, PERS issued its formal staff determination that employer matching contributions made to the 457 deferred compensation plan accounts of Tier 1 and Tier 2 members should be reported as subject salary for these members. PERS further determined that if the City of Keizer hadn’t been reporting the matching employer contributions made to a Tier 1 or Tier 2 employee’s 457 account as subject salary for prior years, that the employer reporting for current employees should be reviewed and corrected.
- M. PERS explained that according to ORS 238.005(26)(b)(A), applicable to Tier 1 and Tier 2 members of PERS, the “salary” definition includes “[p]ayments of employee and employer money into a deferred compensation plan, which are deemed salary paid in each month of deferral,” regardless of whether they were made at the employee’s election, notwithstanding the information in the PERS Employer Handbook.
- N. On November 20, 2023, the Keizer City Council voted to not appeal the determination letter by PERS, which stated that 457 matching contributions for Tier 1 and Tier 2 employees are considered subject salary for purposes of PERS reporting.
- O. The Parties now wish to completely resolve any potential claims of the NAMED EMPLOYEES fully and finally without further administrative hearing or litigation of any kind. To this end, this Agreement is intended to enable the City to correct its reporting to PERS, and to authorize PERS to make corrections to the City’s past reportable wages, consistent with the PERS staff determination, for each of the NAMED EMPLOYEES who enter into this Agreement by signing below. PERS is expressly authorized to make such corrections even if there are data verifications issued under ORS 238.285 and/or notices of entitlements issued under ORS 238.450.

AGREEMENT

NOW, THEREFORE, in consideration of their promises set forth herein and intending to be legally bound, the parties agree as follows:

- 1. Correction to PERS Accounts:** For purposes of this Agreement, Employer Contributions to Tier 1 and Tier 2 employees are deemed “subject salary” under ORS 238.005(26)(b)(A), and any prior reporting that is inconsistent with this finding may be corrected by PERS for each NAMED EMPLOYEE who signs this Agreement. By signing this Agreement a NAMED EMPLOYEE authorizes PERS to make the necessary adjustments to that NAMED EMPLOYEE’s member account, and the City agrees to make the corresponding contributions for that NAMED EMPLOYEE.
- 2. Grievance Settlement and Non-Admission of Liability:** This Agreement is intended to facilitate a separate Grievance Settlement Agreement between the City and each of the NAMED EMPLOYEES, under a collective bargaining agreement, and is not and shall not in any way be construed as an admission of any liability or wrongdoing by any party concerning the merits of any claims.
- 3. Full Release of Claims Against PERS by NAMED EMPLOYEES:** In consideration for the above-mentioned adjustments to their retirement contributions, each NAMED EMPLOYEE who signs this Agreement, individually and on behalf of any heirs, executors, administrators, successors, agents, and assigns agrees to release, acquit, and forever discharge PERS (which includes all those in interest with them, including the State of Oregon and all of its political subdivisions, agencies, departments, administrators, officers, current and former employees, agents, attorneys, and insurers, collectively “Released Parties”) from any and all claims, demands, or causes of action, whether known or unknown, under any legal, equitable, or other theory, that exist or may exist against the Released Parties as a result of PERS making the authorized adjustments to the NAMED EMPLOYEE’s member account. The release, acquittal, and discharge described above (“Release by Named Employee”) includes any claims against the Released Parties arising from the negotiation or execution of this Agreement. This Release also includes any damages (including past and future retirement benefits, lost wages, impairment of earnings, emotional distress, pain and suffering, punitive damages, and any other compensatory, economic, noneconomic, nominal, or other forms of damage) and equitable relief (including injunctions or declaratory judgments), whether known or unknown, or which may develop after the effective date of this Agreement, and including any and all expenses (attorney fees, costs, and disbursements), related to any correction or adjustment of the NAMED EMPLOYEES’ respective PERS accounts pursuant to this Agreement.
- 4. Full Release of Claims Against PERS by the City:** In consideration of PERS administering this Settlement Agreement, the City, individually and behalf of any administrators, successors, agents and assigns, agrees to release, acquit, and forever discharge PERS and the other “Released Parties” identified in paragraph 3, from all claims, demands, or causes of action, whether known or unknown, under any legal, equitable, or other theory, that exist or may exist against the Released Parties as a result

of PERS making adjustments to a NAMED EMPLOYEES' member accounts. The release, acquittal, and discharge described above ("Release by the City") includes any claims against the Released Parties arising from the negotiation or execution of this Agreement. This Release by the City also includes any damages or equitable relief, whether known or unknown, or which may develop after the effective date of this Agreement, and including any and all expenses (attorney fees, costs, and disbursements), related to any correction or adjustment of the NAMED EMPLOYEES' respective member accounts pursuant to this Agreement.

5. **Legal Costs:** By signing below, the City and NAMED EMPLOYEES acknowledge and agree that they are each solely responsible for paying any attorney fees and costs incurred by them in connection with the claims that are released under this Agreement, and that neither the City nor the NAMED EMPLOYEES nor their attorneys will seek any award of attorney fees or costs from the other parties or the Released Parties in connection with such released claims.
6. **Choice of Law:** This Agreement shall in all respects be interpreted, enforced, and governed under the laws of the State of Oregon. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party.
7. **Severability:** If any provision of this Agreement shall ever be declared unenforceable, void or voidable, or otherwise struck down or invalidated, the invalidation shall affect that particular provision only. The remaining provisions shall continue in full force and effect.
8. **No Precedent:** This Agreement does not establish a precedent in the settlement of any current or future grievance, claim of unfair labor practice, or other dispute among the parties, and shall not be admissible as evidence in any future arbitration, administrative or court proceeding, except in a proceeding to enforce the terms of this Agreement.
9. **Sole and Entire Agreement:** Other than the Grievance Settlement Agreements referenced in Paragraph 2 above, this Agreement is the sole and entire agreement between the City and any NAMED EMPLOYEE who signs this Agreement relating to the release of claims, demands or causes of action against PERS and the other Released Parties. This Agreement fully supersedes any and all other written or oral contracts, agreements, or understandings among or between the signatories pertaining to such release of claims, demands or causes of action against PERS. No change or modification of this Agreement is valid unless it is in writing and signed by the City and any NAMED EMPLOYEE who signed the Agreement and is affected by the change or modification.
10. **Counterparts; Electronically Transmitted Signatures:** This Agreement may be executed in counterparts, and shall be effective and binding with respect to each NAMED EMPLOYEE who signs the Agreement, after both this Agreement and a Grievance Settlement Agreement referenced in Paragraph 2 have been signed by the City and that NAMED EMPLOYEE, regardless of whether the other NAMED EMPLOYEES choose

to sign it. The parties agree that PDF/Facsimile transmitted signatures are to be treated as original signatures for purposes of consummating this Agreement.

FOR THE CITY OF KEIZER:

ADAM J. BROWN, CITY MANAGER

Date

FOR THE EMPLOYEE, CARRIE J. ANDERSON:

CARRIE J. ANDERSON, City of Keizer Employee
ADDRESS 1
ADDRESS 2

Date

FOR THE EMPLOYEE, DAVID ZAVALA:

DAVID ZAVALA, City of Keizer Employee
ADDRESS 1
ADDRESS 2

Date

FOR THE EMPLOYEE, JEREMIE B FLETCHER:

JEREMIE B FLETCHER, City of Keizer Employee
ADDRESS 1
ADDRESS 2

Date

FOR THE EMPLOYEE, JAY PRALL:

JAY PRALL, City of Keizer Employee
ADDRESS 1
ADDRESS 2

Date



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Andrew McCowan, Detective
Subject: CJC ORT Grant Agreement

Proposed Motion

I move the City Council adopt Resolution R2024-____ Authorizing City Manager to Sign Criminal Justice Commission Organized Retail Theft Grant Agreement ORT-25-08. In addition, direct staff to prepare the necessary supplemental budget adjustments for consideration at the next regular City Council meeting.

I. Summary

In June, 2024, the Keizer Police Department applied for funding from the Oregon Organized Retail Theft Grant Program to aid in implementing and augmenting the Department's investigative tools to combat Organized Retail Theft in the City of Keizer.

In July, 2024, the Oregon Criminal Justice Commission awarded \$167,924.00 to the Keizer Police Department to fund:

- Two (2) undercover police vehicles
- Two (2) complete remote surveillance camera systems
- Personnel funding for Organized Retail Theft saturation and enforcement operations.

The Keizer Police Department is seeking authorization to enter into a Grant Agreement with the State of Oregon's Criminal Justice Commission. In addition, direction to prepare a budget adjustment to recognize and appropriate the grant proceeds.

II. Background

Organized Retail Theft (ORT) has been identified as a significant problem in our communities by the State of Oregon and law enforcement partners state-wide. Keizer Police Department's Community Response Unit (CRU) makes extensive efforts to combat ORT locally in the form of:

- ORT saturation operations (stings)
- Partnerships with local retailers and the Organized Retail Crime Association of Oregon (ORCAOR)
- Partnerships with the Marion County District Attorney's Office

In 2024, the State of Oregon established the Organized Retail Theft Grant Program, which is managed by the Oregon Criminal Justice Commission (CJC). The CJC was tasked with evaluating applicants' needs through a competitive process to award \$5 million state-wide to law enforcement agencies and community partners for the 2024-2025 fiscal year.

The Keizer Police Department applied for \$167,924 in grant funding for equipment and personnel to aid in ORT investigation and enforcement augmentation efforts. KPD was awarded \$167,924.00 by the CJC, approving every expense the Department articulated a need for.

III. **Current Situation**

- A. Grant funding is already allocated for the purposes outlined in the grant application. The Keizer Police Department will use funding provided by the grant in compliance with applicable law and written grant agreement.

IV. **Analysis**

- A. **Strategic Impact** - N/A
- B. **Financial** - Entering into the grant agreement will provide the City with \$167,924 in additional resources and appropriations in the 2024-25 - General Fund - Police Department Adopted Budget. The resources will be restricted to the uses outlined in the grant agreement. The City will receive the proceeds in two equal installments of \$83,962, with the first by September 30, 2024 and the second on March 5, 2025.
- C. **Timing** - The Grant Agreement expires December 31, 2025. However, the expenditures must occur no later than June 30, 2025.
- D. **Policy/Legal** - In accordance with Resolution R93-684, "Adopting Policy Statement Governing the Application for Grant Funds", City Council authorization is required as the expenditures exceed the currently adopted budget authority.

V. **Alternatives**

- A. Adopt the attached Resolution authorizing the City Manager to enter into a grant agreement with the State of Oregon's Criminal Justice Commission and direct staff to prepare the necessary supplemental budget adjustments for consideration at the next regular City Council Meeting.
- B. Take no action.

VI. Recommendation

Staff recommends that the City Council adopt the attached Resolution and direct staff to prepare the necessary supplemental budget adjustments for consideration at the next regular City Council meeting.

Attachments

1. CJC ORT GRANT NOTICE E-MAIL
2. RES_CC_Authorizing City Manager to Sign Grant Agreement ORT-25-08_9 3 2024
3. EXH_CC_Criminal Justice Commission Organized Retail Theft Grant Agreement_9 3 2024

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

McCowan, Andrew

From: GRAUER Shelby * CJC <Shelby.GRAUER@cjc.oregon.gov>
Sent: Thursday, August 1, 2024 1:31 PM
To: McCowan, Andrew
Cc: Wood, Tim
Subject: Organized Retail Theft Grant Program Award Authorization Notice: Keizer Police Department

CAUTION: This email originated from **Outside Your Organization. Exercise caution when opening attachments or on clicking links from unknown senders. Please **contact Information Technology for assistance**.**

Good afternoon,

This serves as a notification that the Criminal Justice Commission met on July 31st to authorize grant awards for the Organized Retail Theft Grant Program 2023-2025 funding applications. The Commission has authorized an award of \$167,924 to Keizer Police Department under the Organized Retail Theft Grant Program.

Next, CJC staff will forward a Grant Award Agreement to your program's primary contact via DocuSign which will contain signing instructions. We anticipate sending these out by no later than August 23rd. The first disbursement of your newly awarded funds is set to release by September 5th, but that will of course depend on the timing of your fully executed contract.

In accordance with Section 3 of the 2023 CJC [Grant Administration Guide](#) this email serves as the award notification. An applicant's right to protest this award decision is outlined in Subsection 3.1 of the Grant Administration Guide (page 6). Applicants wishing to protest shall have fourteen (14) business days from the date of this notification to file a written protest.

Lastly, if you were unable to attend this meeting, the recording is now available on the [CJC's YouTube channel](#).

If you have any questions, please don't hesitate to reach out.

Thank you,



Shelby Grauer
Grant Coordinator

Oregon Criminal Justice Commission
885 Summer St NE, Salem, OR 97301
(971) 718-1831 | oregon.gov/cjc
Shelby.Grauer@cjc.oregon.gov
Pronouns: she/her

Public Records Disclosure: This e-mail is a public record of the Criminal Justice Commission and is subject to public disclosure, unless exempt from disclosure under Oregon Public Records Law. Information contained is subject to the agency Retention Schedule.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2024-_____

AUTHORIZING CITY MANAGER TO SIGN CRIMINAL
JUSTICE COMMISSION ORGANIZED RETAIL THEFT GRANT
AGREEMENT ORT-25-08

WHEREAS, the State of Oregon through its Oregon Organized Retail Theft
Grant Program has authorized the City of Keizer an award of \$167,924 to fund
reasonable and necessary costs addressing and prosecuting organized retail theft;

WHEREAS, the grant funds will fund two undercover police vehicles, two
complete remote surveillance camera systems, and personnel funding for organized
retail theft saturation and enforcement operations;

WHEREAS, the State and the City are authorized to enter into grant agreements
under Oregon Revised Statutes Chapter 190;

WHEREAS, the State and the City wish to enter into the attached grant
agreement;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City
Manager is authorized to sign the attached ORT-25-08 Grant Agreement for \$167,924 to
fund reasonable and necessary costs addressing and prosecuting organized retail theft as
described herein.

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

3 PASSED this _____ day of _____, 2024.

4
5 SIGNED this _____ day of _____, 2024.

6
7
8 _____
9 Mayor

10
11 _____
12 City Recorder

ORT-25-08 GRANT AGREEMENT

CRIMINAL JUSTICE COMMISSION ORGANIZED RETAIL THEFT GRANT PROGRAM

Agreement Number: ORT-25-08

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission (“CJC” or “State”), and **City of Keizer** (“Recipient”). This Agreement becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **December 31, 2025**.

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Contact Information, Project Description and Reporting Requirements

Exhibit B: Subagreement Insurance Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedent shall control. The precedence of each of the following documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B.

SECTION 1: KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$167,924.00

Completion Deadline: June 30, 2025

SECTION 2: FINANCIAL ASSISTANCE

CJC shall provide Recipient, and Recipient shall accept from CJC, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

CJC’s obligations are subject to the receipt of the following items, in form and substance satisfactory to CJC and its Counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, and information as CJC may reasonably require.

SECTION 3: DISBURSEMENT

A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in two equal installments of \$83,962.00, the first by September 30, 2024, and the second on March 5, 2025.

B. Conditions to Disbursements. CJC has no obligation to disburse Grant funds unless:

- (1) CJC has sufficient funds currently available for this Agreement; and

(2) CJC has received appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default.

SECTION 4: USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant to fund Organized Retail Theft programs (the "Project"). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning April 1, 2024, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC ("Eligible Costs"). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to CJC as follows:

A. Organization and Authority.

- (1) Recipient is validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
- (4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement's terms.

B. Full Disclosure. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

C. Pending Litigation. Recipient has disclosed in writing to CJC all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

SECTION 6: COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.

B. Compliance with Laws.

- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.

C. Worker's Compensation Insurance. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subcontractors and subrecipients complies with these requirements.

D. Return of Unexpended Grant Funds. Recipient must return to CJC any Grant funds not expended by the Completion Deadline.

E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.

F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.

G. Notice of Event of Default. Recipient shall give CJC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

H. Recipient Subagreements and Procurements.

- (1) **Subagreements.** Recipient may enter into agreements with subcontractors and subrecipients ("Subagreements") for implementation of portions of the Project. Recipient shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Recipient to CJC within ten (10) days of its discovery.

(2) Subagreement indemnity; insurance.

Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

Recipient shall require each other party to each of its Subagreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

(3) Procurements.

- i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.
- ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Recipient. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

- iii. Recipient shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

SECTION 7: DEFAULT

- A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:
 - (1) Misleading Statement. Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.
 - (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection (1) of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.
- B. CJC Default. CJC will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 8: REMEDIES

- A. CJC Remedies. Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC’s obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC’s demand.

CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.

CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.
- B. Recipient Remedies. In the event of default by CJC, Recipient’s sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

SECTION 9: TERMINATION

- A. Mutual Termination. This Agreement may be terminated at any time by mutual written consent of the parties.
- B. Termination by CJC. In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:
- (1) If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.
- C. Termination by Recipient. Recipient may terminate this Agreement with notice to CJC under any of the following circumstances:
- (1) After conferring with CJC, Recipient has determined that the requisite local funding to continue the Project is unavailable to Recipient or Recipient is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Recipient at the time it executed this Agreement and that are beyond Recipient's reasonable control.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

SECTION 10: MISCELLANEOUS

- A. Contribution.
- (1) 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 CJC or Recipient relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party 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 contribution obligation with respect to the Third Party Claim.
 - (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC 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 Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient 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 CJC on the one hand and of Recipient 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. CJC'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 CJC had sole liability in the proceeding.

- (3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient 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 CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC 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 Recipient on the one hand and of CJC 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. Recipient'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 it had sole liability in the proceeding.

- B. No Implied Waiver. No failure or delay on the part of CJC to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- C. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or CJC at the

addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- F. Work Product. To the extent it has the necessary rights, Recipient hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Recipient shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC own such intellectual property, then Recipient shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.
- G. Independent Contractor. Recipient shall implement the Project as an independent contractor and not as an agent or employee of CJC. Recipient has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Recipient implements the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of implementing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- H. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- I. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.
- J. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- K. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- L. No Third-Party Beneficiaries. CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended

beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.

- M. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.O.
- N. Time is of the Essence. The parties agree that time is of the essence under this Agreement.
- O. Public Records. CJC's obligations under this Agreement are subject to the Oregon Public Records Laws.

The signatures of the parties follow on the next page.

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Criminal Justice Commission

CITY OF KEIZER

By: Ken Sanchagrin
Ken Sanchagrin, Executive Director

By: _____

Date: 8/27/2024

Date: _____

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated 8/19/24

Samuel B. Zeigler, Senior Assistant Attorney General

EXHIBIT A: CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS
--

Contact Information:

CJC

State of Oregon, acting by and through
its Criminal Justice Commission

Recipient

City of Keizer
930 Chemawa Rd NE
Keizer, OR 97303

Grant Administrator: Shelby Grauer

Contact: Andrew McCowan

Telephone: (971) 718-1831

Telephone: 503-856-3484

Email: shelby.grauer@cjc.oregon.gov

Email: mccowana@keizer.org

Project Description:

Pursuant to ORS 137.686, the purpose of the Organized Retail Theft (ORT) Grant Program is to financially assist local law enforcement agencies, the Oregon State Police and community-based organizations with costs associated with addressing and prosecuting *organized retail theft*, as defined in ORS 164.098.

The goal of the ORT Program is to reduce organized retail theft.

Recipient shall use Grant funds to support the following program(s) in working toward the goal stated above: To conduct organized retail theft saturation operations that include the use of surveillance equipment and vehicles.

Project Period:

Start Date: April 1, 2024

End Date: June 30, 2025

Reporting Requirements:

Schedule

Recipient must submit to CJC quarterly expenditure reports, beginning October 25, 2024, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Recipient must submit to CJC quarterly progress reports, beginning October 25, 2024, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Recipient must receive prior approval from CJC to submit any required report after its due date.

Report Contents

Required reports must be submitted through CJC's grant administration system (<https://cjc-grants.smapply.io>) and contain all the requested information.

1. CJC Quarterly Expenditure Report
 - a. Grant Funds spent during the prior calendar quarter, with brief description.
2. CJC Quarterly Progress Report
 - a. Data and information related to the Recipient's progress in addressing organized retail theft during the prior calendar quarter; and
 - b. Any other Project information as CJC may reasonably request.

EXHIBIT B: SUBAGREEMENT INSURANCE REQUIREMENTS

Recipient shall require each of its first-tier contractors that are not units of local government as defined in ORS 190.003 (each a “Contractor”) to obtain, at the Contractor’s expense, the insurance specified in this Exhibit B before performing under this Agreement and to maintain it in full force and at the Contractor’s own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractors shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CJC. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Contractors shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its Contractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY:

All employers, including Contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its Contractors complies with these requirements. If a Contractor is a subject employer, as defined in ORS 656.023, the Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If the Contractor is an employer subject to any other state’s workers’ compensation law, Contractor shall provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, each Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen’s and Harbor Workers’ Compensation Act.

COMMERCIAL GENERAL LIABILITY:

☒ **Required** ☐ **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

☒ **Required** ☐ **Not required**

Automobile Liability Insurance covering each Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

EXCESS/UMBRELLA INSURANCE:

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Agreement, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to a Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Each Contractor shall waive rights of subrogation which the Contractor or any insurer of the Contractor may acquire against the CJC or State of Oregon by virtue of the payment of any loss. Each Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CJC has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then the Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- (i) The Contractor's completion and CJC's acceptance of all Services required under the Agreement, or
- (i) CJC or Recipient termination of this Agreement, or
- (ii) The expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Upon request, each Contractor shall provide to CJC Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance CJC has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION:

Each Contractor or its insurer must provide at least 30 days' written notice to CJC before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Recipient agrees to periodic review of insurance requirements by CJC under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and CJC.

STATE ACCEPTANCE:

All insurance providers are subject to CJC acceptance. If requested by CJC, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to CJC's representatives responsible for verification of the insurance coverages required under this Exhibit B.



MINUTES
KEIZER CITY COUNCIL
Monday, August 19, 2024
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 7:00 p.m.

ROLL CALL

Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Shaney Starr, Council President
Soraida Cross, Councilor
Kyle Juran, Councilor
Daniel Kohler, Councilor
Laura Reid, Councilor

Absent:

Robert Husseman, Councilor

Staff:

Adam Brown, City Manager
Tim Wood, Assistant City Manager
Shane Witham, Planning Director
Joseph Lindsay, City Attorney
Bill Lawyer, Public Works Director
Andrew Copeland, Police Chief
Melissa Bisset, City Recorder

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

There were no special orders of business.

COMMITTEE REPORTS

Hersch Sangster, member of the Traffic, Safety, Bikeways, and Pedestrian (TSBP) Committee, reported on the recent meeting. He shared that there was discussion about bike striping on Lockhaven and Chemawa Road. He questioned if it was possible to do green striping on Lockhaven and River Road on the existing merge areas. Public Works Director Bill Lawyer would speak with the County and the City's legends contractor to see if they could make it happen.

Mr. Sangster shared suggested changes to Appendix "A" of the TSBP's Resolution made by the TSBP. Mayor Clark noted that the two proposed changes included adding the Neighborhood Management Program under item #3, changing e-bikes to e-mobility, and remove the organization

that no longer exists. In addition, an annual report was suggested to be removed to bring it in line with the current practice, which was a report at the next regular City Council Meeting.

Marlene Parsons, Keizer Fire Foundation, shared that they had raised over \$12,000, and they would be donating to purchase helmets.

Lisa Cejka, member of the Parks and Recreation Advisory Board, reported on the recent meeting. She commented on the many community members in attendance. There was concern expressed about the small dog versus large dog area of the dog park at Keizer Rapids Park and if large versus small dog could be defined and there could be an enforcement mechanism. The Parks and Recreation Advisory Board proposed three parks for the annual Parks Tour with the City Council. There was also discussion about lighting at the new turf field, stop playing on the fields at 9 p.m., having the lights dim at that time, and having the lights turned off at 9:30 p.m. There was also discussion about not having the lights on when there was no play happening on the field. Ms. Cejka commented on Youth Liaison Liam Stitt was well-prepared, came with suggestions and was engaged. Mayor Clark commented on how he showed initiative by describing how he rode his bike to all the parks in the parks system, taking note on what he experienced.

Robb Witters, member of the Planning Commission meeting, reported on the recent meeting. He shared that there was a presentation by representatives from Mid-Willamette Valley Council of Governments (MWVCOG) related to the Climate Friendly Area. He explained the three potential areas that could be designated and the various requirements. The Planning Commission felt that the Lockhaven area seemed to be the best if there was only one Climate Friendly Area designated as they felt the density would likely already occur in that area. The Planning Commission asked the MWVCOG to see if they could get to the minimum number needed to satisfy the housing requirements on Lockhaven as a Climate Friendly Area. They submitted pros and cons for all three areas. The biggest negative that the Planning Commission was concerned about was displacement and pricing people out of the Cherry neighborhood. The topic would be further discussed by the Planning Commission. It was also noted that two permits were also approved for the Keizer Station Area. Mayor Clark expressed her thanks to Planning Director Shane Witham and the Planning Commission for their work on the complicated matter of Climate Friendly Area.

Mr. Witham explained that there would need to be some code amendments and the MWVCOG was helping with the work. Discussion ensued regarding the potential impacts of the Climate Friendly and Equitable Communities mandates on the code.

Lore Christopher, Keizer Public Arts Commission, directed attention to the new City art being displayed in the Council Chambers. She shared that there was now a utility wrap on Chemawa and River Road, the art was named Jersies in Jersies. Nine additional utility wraps would be going up along River Road. She had contacted PGE and City of Salem to see if they would be interested in doing utility wraps. Ms. Christopher shared that folks could pay the cost of the box wraps after the Keizer Public Arts Commission chooses the art for them to serve as a traffic calming tool and graffiti deterrent. The first annual art fair was held, and there was a good turnout of vendors. She thanked the Council for the funds. There was a suggestion about easier-to-read contact information for the artists. Ms. Christopher shared that there was a sponsorship opportunity for utility box art wraps. Art submissions could be submitted to the Keizer Public Arts

Commission.

PUBLIC COMMENTS

Mayor Clark acknowledged written public comments from Tammy Kunz, Keizer Resident and President of the Greater Northeast Keizer Neighborhood Association.

PUBLIC HEARINGS

a. OLCC Application - New Outlet - Limited On-Premises Sales Liquor License - El Sazon De Mi Casa

Mayor Clark opened the Public Hearing.

City Recorder Melissa Bisset summarized the staff report. Councilor Reid clarified that the address on the application was correct as it had been struck out and then written in as the same address.

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

Council President Starr move the City Council recommend approval of the application for a new outlet Limited-On-Premises Liquor License for El Sazon De Mi Casa under the guidelines established by ORS 471.175 and the Ordinances of the City of Keizer. Councilor Reid seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Husseman (1)

b. OLCC Application - Change of Ownership - Limited On-Premises Sales Liquor License - Osaka Hibachi & Sushi, formerly Teriyaki Town and Sushi

Mayor Clark announced that the City Recorder heard from the applicant, and the applicant wished to withdraw their application, so there would be no public hearing held on the matter at this time.

c. RESOLUTION - Authorizing City Manager to Sign Option Agreement and Agreement of Purchase and Sale and Access Easement Option Agreement with Cordelio PacNW Devco, LLC

City Manager Adam Brown summarized the staff report. City Attorney Lindsay shared that the area needs to be master-planned. The City owns a lot of the parcels and wanted the freedom to master plan the area before the details are worked out, so the property owners can access the property to make required environmental updates for regulatory purposes.

Discussion ensued regarding the five-year timeframe, making sure they can meet the regulatory requirements and conducting their due diligence. There was discussion regarding how the payments for the option worked. Mr. Lindsay noted that the payments did not go towards the purchase price.

Council President Starr moved to adopt Resolution R2024- Authorizing City Manager to Sign Option Agreement and Agreement of Purchase and Sale and Access Easement Option Agreement with Cordelio PacNW Devco, LLC. Councilor Reid seconded. Motion passed

unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Husseman (1)

ADMINISTRATIVE ACTION

a. Operations and Management of Artificial Turf Fields At Keizer Rapids Park

City Manager Adam Brown summarized the staff report. There was a question about whether staff would maintain the turf fields. Public Works Director Bill Lawyer commented that there were lots of variables, and systemically in order to maintain the turf fields, it would take away from other parts of the parks system without additional staff.

There were questions about kids being about to use the fields, if working with a party for scheduling was considered and the time period between a contract with another organization would be done before the end of the calendar year. The hard cost of \$20,000 was for a year with no staff costs. Discussion ensued regarding the variables in the costs, trash, electricity, and porta potties. The impact on staffing was unknown at this time and staffing levels have been low so other parts of the park's system would be sacrificed until the City can deal with the staff levels. There was discussion about tracking the staff hours required to maintain the fields as well as the hard costs.

There was a suggestion for the City to take care of the fields for six months and then examine if they wished to have a contractor provide the services.

The party's responsibility for the annual hard costs would be determined in the future.

There was discussion about a sinking fund that a contractor would contribute to.

Mr. Brown shared that having the City operate the turf fields would be inefficient because of staff costs and benefits, which was why a partner would be ideal unless there was an economy of scale that could be achieved with other City facilities.

There was a comment about allowing Mid-Willamette Valley Soccer Club to use the soccer fields, and it was suggested to have a discussion with them to help figure out the operations.

There was discussion about scheduling software and how users would book the fields. Mr. Brown explained that the Finance Department had offered to help with the scheduling.

There was concern expressed about the amount of staff time that would be required to manage the artificial turf fields.

Discussion ensued regarding a contract potentially being a one-year contract with two, one-year extensions and to review workloads within the City.

Carolyn Holman, West Keizer Neighborhood Association, commented that the neighbors on Tate attended the last Parks Advisory Board meeting, submitted written comments, and neighbors

were in favor of the lights being turned off at 9:30 p.m. They understood that there would be exceptions but would appreciate the standard being 9:30 p.m. There was concern from the neighbors about the noise.

There was a letter received from Dustin Karstetter, Keizer, on the operations and management of the artificial turf fields at Keizer Rapids Park, and he commented on issues around a management service agreement.

Steven and Trishah Erb, Mid-Valley Soccer Club Board of Directors, shared that a lot of children loved the idea of having open field time and suggested needing staff. They commented on the challenges of finding turf fields and that children do not play only when there was thunder and lightning. They felt that once the fields were open there would be a high demand for scheduling.

There was discussion on how to maximize the use and accessibility and manage the scheduling of the games and open field time.

Steven and Trishah Erb explained how the volunteers manage fields and that MVSC was a working board. Ms. Erb shared that there were also paid staff that would help. There was discussion about scheduling and the challenges to make sure that it was equitable and that there were blocks of time built in for various uses.

Ms. Erb shared that they were keeping it at a low cost for the families, providing access to the entire cost. It takes a lot of volunteers. She expressed her thanks for looking at ways to manage it. Discussion ensued regarding game day and the volunteers that work before, during, and after game day.

There was discussion about ethical ways of scheduling and how to prioritize among various groups.

Rebecca Fineran, Keizer resident and President of the Salem Women's Football Association, shared that she had been working with the Mid-Valley Soccer Club since the beginning. They have discussed that the turf fields would be for community purposes, along with having other clubs and teams.

Council President Starr moved that the City Council direct staff to work out an agreement for Management and Operations of the Keizer Rapids Artificial Turf Fields with Mid-Valley Soccer Club and Pioneer Capital Football. Councilor Reid seconded.

A friendly amendment was made by Councilor Cross. In addition, to work with those entities for temporary services while a final agreement was being negotiated. Councilor Reid did not accept. Council President Starr accepted the friendly amendment.

Councilor Cross motioned to amend the original motion with a temporary agreement for the parties that the City will be working with for the permanent agreement. Council President Starr seconded.

Councilor Reid asked if it would be possible to draw up a temporary agreement in a short amount of time. It was noted that there would be a fee schedule that the City Council would still need to

adopt.

Councilor Reid asked if this would be good idea to draft a contract with all of the necessary details at this point and asked if an interim agreement would work for MVSC or if the City was making an unrealistic request of them.

MVSC confirmed that they would be available to help immediately.

Motion passed as follows:

AYES: Clark, Reid, Cross, Starr and Juran (5)

NAYS: Kohler (1)

ABSTENTIONS: None (0)

ABSENT: Husseman (1)

A recess was called at 9:24 p.m.

b. Authorize the City Manager to retain Morones Analytics for the Purposes of Obtaining Independent Financial Services Analysis

Mayor Clark called the meeting back to order at 9:32 p.m.

City Manager Adam Brown summarized the staff report.

Council President Starr moved that the City Council authorize the City Manager to retain Morones Analytics for the purposes of obtaining independent financial analysis services associated with resolving the employee Tier 1 and Tier 2 subject salary reporting to include the employer 457 deferred compensation contribution. Councilor Reid seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Husseman (1)

CONSENT CALENDAR

a. Approval of August 5, 2024 City Council Regular Session Minutes

b. 2023-24 Surplus Property Report

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

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Husseman (1)

OTHER BUSINESS

Mayor Clark asked the Council if they wanted to take up the matter on the Appendix A amendment to the Traffic Safety, Bikeways and Pedestrian Committee Resolution.

Councilor Reid moved to suspend the rules to take up the matter. The motion died for lack of a second. The matter would be brought before the City Council at a future meeting.

City Manager Brown shared that he and the City Manager of Salem spoke about the sign on River Road and Broadway. He provided a history of the sign and the costs to fix the sign. They had added some dura post-reflective tubing on the southbound approach to the triangle and were going to add it to the northbound approach. There was some discussion about adding boulders. Mr. Brown suggested that he would continue to have discussions with the City of Salem to consider spending this type of money annually. There were comments on a possible different location that would be safe for a sign.

STAFF UPDATES

Assistant City Manager Wood reported that, for the 25th year in a row, the City received the Certificate for Achievement for Excellence in Financial Reporting.

Lieutenant Tim Hein reported that there had been National Night Out, Shop with a Cop, and Coffee with a Cop. Upcoming events included Coffee with a Cop and an end of Summer BBQ would be held.

Planning Director Witham reported on a couple of building permits that were issued. He provided an update on the Traffic Safety Project and grant. Conversations would continue on the funding, and the City would need 10 percent of the cost, which is a good deal.

City Attorney Joseph Lindsay reported on the draft City Code. He noted that by the end of the week, the Council would receive copies of the draft. There were some immediate changes that would need to be made.

Mr. Witham shared that there had been code enforcement action at Shari's and the challenges with the enforcement. Mr. Witham noted that there was only one code enforcement officer and that he has continued to find the proper people to enforce the lawn watering and landscaping situation.

COUNCIL MEMBER REPORTS

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

Council President Starr asked about discussing adding to Code Enforcement at the Long Range Planning Task Force Meeting.

AGENDA INPUT

Tuesday, September 3, 2024 - 7:00 p.m.
City Council Regular Session

Monday, September 9, 2024 - 6:00 p.m.
City Council and Parks and Recreation Advisory Board Joint Work Session - Parks Tour

Monday, September 16, 2024 -5:30 p.m.

City Council Work Session - League of Oregon Cities 2025-2026 Legislative Priorities Discussion

Monday, September 16, 2024 - 7:00 p.m.

City Council Regular Session

Monday, September 23, 2024 - 6:00 p.m.

City Council and Community Diversity Engagement Committee Joint Work Session

ADJOURNMENT

Mayor Clark adjourned the meeting at 10:09 p.m.

MAYOR:

APPROVED:

Cathy Clark

Dawn Wilson, Deputy City Recorder

Minutes approved: _____

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



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: Petition to Form Local Improvement District for Street Lighting

Proposed Motion

I move to adopt Resolution R2024-____ Declaring the City's Intent to Initiate a Street Lighting Local Improvement District (Bohlander Meadows) and Directing the City Engineer to Make a Survey and File a Written Report with the City Recorder.

I. Summary

On August 7, 2024, a petition was filed by Trademark Enterprises LLC to form a Local Improvement District for street lights. The petition contained the required signatures of the property owner as outlined by City of Keizer Ordinance No. 94-278.

II. Background

- A. Ordinance No. 94-278 provides procedures for Municipal Lighting Districts and Special Assessments.
- B. When the Council considers it necessary and convenient to form a municipal lighting district and to finance said district in whole or in part by special assessment according to benefits conferred on property within the district, the Council shall declare by resolution that it intends to form the district.
- C. The resolution sets forth the proposed boundaries of the district and directs the City Engineer to make a survey of the district.

III. Current Situation

- A. A petition was filed on August 7, 2024, by Trademark Enterprises LLC to form a Local Improvement District for street lights. The petition contains the number of required signatures of the property owner as outlined by City of Keizer Ordinance 94-278.
- B. At this time the City Council should determine if it is necessary and convenient to form a lighting district and to finance the district in whole or in part by special assessment. If the Council makes the determination, then the Council should

approve the Resolution setting forth the proposed boundaries of the district and directing the City Engineer to make a survey of the district.

IV. Analysis

- A. **Strategic Impact** - The City Council adopted procedures to form new street lighting districts in 1987 in an effort to work toward the Council's goal of street lighting citywide.
- B. **Financial** - There is no financial impact until the lighting district is formed.
- C. **Timing** - The Council, by resolution, sets a time frame for the City Engineer to file a written report with the City Recorder. After the Engineer's report has been filed with the City Recorder, it will be brought to the Council at a City Council meeting for the Council's consideration. At that time, the Council may by resolution approve the report as submitted or may amend and approve the report as amended. The Council may also direct the City Engineer to furnish the Council with a further report or information or, the Council may by resolution record its intention to abandon the formation of the district. If the Council approves the Engineer's report as submitted or amended, they will declare by resolution that it intends to form the district and the City Recorder will notice a Public Hearing to be held at a City Council Meeting.
- D. **Policy/Legal** - The City Council adopted Ordinance No. 94-278 related to Municipal Lighting Districts and Special Assessments.

V. Alternatives

- A. Adopt the attached Resolution.
- B. Determine that it is not necessary nor convenient to form a lighting district and to finance the district and not adopt the Resolution.

VI. Recommendation

Staff recommends the City Council adopt the Resolution initiating Bohlander Meadows Street Lighting Local Improvement District and direct the City Engineer to prepare a survey of the area.

Attachments

- 1. DOC_Petition to Form LID Street Lighting_09 03 24
- 2. MAP_LID_09 03 24
- 3. Doc_Warranty Deed_CC_09 03 24
- 4. RES_CC_Declaring Intent to Initiate Street Lighting Local Imp District -Bohlander Meadows_9 3 2024
- 5. MAP_Street Lighting Plan - Bohlander Meadows

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

PETITION TO FORM LOCAL IMPROVEMENT DISTRICT FOR STREET LIGHTING

To the City Council for the City of Keizer:

The undersigned being the owner or contract purchaser of the described property hereinafter set opposite my or its name, hereby petition the Keizer City Council to form a STREET LIGHTING LOCAL IMPROVEMENT DISTRICT for:

Bohlander Meadows

within the City of Keizer.

The legal description of the proposed district is:

See attached deed

PLEASE ATTACH A MAP OF THE AREA

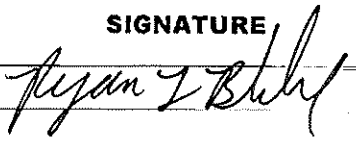
This petition to form this district is in conformity with the charter, ordinances and regulations of the City of Keizer.

PETITION SUBMITTED BY:

NAME: Jeremy Grenz

ADDRESS: 1155 13th St. SE, Salem OR 97302

PHONE NUMBER: 503-910-7805

DATE	DEED HOLDER/CONTRACT BUYER	SIGNATURE	ADDRESS OF PROPERTY (IF VACANT - LOT NUMBER/SECTION)
7/30/2024	Trademark Enterprises LLC		1326 Oppek St. NE

06 3W 23DC





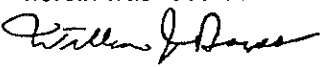
THIS SPACE RESERVED FOR RECORDER'S USE

After recording return to:
Trademark Enterprises, LLC
PO Box 5248
Salem, OR 97304

Until a change is requested all tax statements shall be sent to the following address:
Trademark Enterprises, LLC
PO Box 5248
Salem, OR 97304
File No. 583637AM

MARION COUNTY RECORDS2023-29628D-DEED09/29/2023 12:53 PM\$10.00 \$11.00 \$10.00 \$60.00\$91.00



I, Bill Burgess, County Clerk for Marion County, Oregon, certify that the instrument identified herein was recorded in the Official Records.

Pgs=2 DEB

STATUTORY WARRANTY DEED

John E Bohlander and Susan M Bohlander, Trustees of the Bohlander Family Trust, under agreement dated June 7, 2006,

Grantor(s), hereby convey and warrant to

Trademark Enterprises, LLC,

Grantee(s), the following described real property in the County of Marion and State of Oregon free of encumbrances except as specifically set forth herein:

Parcel 1:
Beginning at a point which is 1,120.77 feet East and 217.80 feet North from the one quarter corner of the South line of Section 23 in Township 6 South, Range 3 West of the Willamette Meridian, Marion County, Oregon, thence North 370.60 feet to a point on the Northline of a tract of land conveyed to Glenn Rolofson by deed recorded in Volume 517, Page 569, Deed Records for Marion County, Oregon; thence East 200 feet to the Northeast corner of said tract; thence South along the East line of said tract 370.60 feet to a point which is 217.60 feet North from the South line of said section 23; thence West 200 feet to the point of beginning.

Parcel 2
Lots 22 and 23 of FOREST RIDGE ESTATES, Phase 1, Keizer, Marion County, Oregon

FOR INFORMATION PURPOSES ONLY, THE MAP/TAX ACCT #(S) ARE REFERENCED HERE:

063W23DC00200
063W23DC04600
063W23DC04700

The true and actual consideration for this conveyance is \$1,000,000.00.
The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

2023-2024 Real Property Taxes, a lien not yet due and payable

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 27 day of September, 2023.

The Bohlander Family Trust, under agreement dated June 7, 2006

By: John E Bohlander
John E Bohlander, Trustee

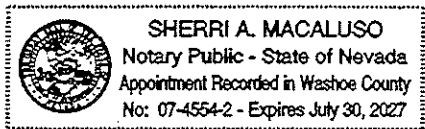
By: Susan M Bohlander
Susan M Bohlander, Trustee

State of Nevada ss.
County of Washoe

On this 27 day of September, 2023, before me, Sherri A Macaluso a Notary Public in and for said state, personally appeared John E Bohlander and Susan M Bohlander known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the The Bohlander Family Trust, under agreement dated June 7, 2006, and acknowledged to me that he/she/they executed the same as Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Sherri A Macaluso
Notary Public for the State of Nevada
Residing at Sparks, NV
Commission Expires: 07/30/2027



Marion County
Document Separator Page

Instrument # 2023-29628

September 29, 2023 12:53 PM

State of Oregon
County of Marion

I hereby certify that the attached
instrument was received and duly
recorded by me in Marion County
records:

Fee: \$91.00

Bill Burgess
Marion County Clerk

This is not an invoice.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2024-____

4
5 DECLARING THE CITY'S INTENT TO INITIATE A STREET LIGHTING
6 LOCAL IMPROVEMENT DISTRICT (BOHLANDER MEADOWS) AND
7 DIRECTING THE CITY ENGINEER TO MAKE A SURVEY AND FILE A
8 WRITTEN REPORT WITH THE CITY RECORDER
9

10 WHEREAS, the City Council of the City of Keizer has received a petition
11 from the developer to initiate a street lighting district in the Bohlander Meadows
12 development in the City of Keizer, Oregon; and

13 WHEREAS, pursuant to City of Keizer Ordinance 94-278, the necessary
14 signatures of land owner comprising two-thirds of the property to be included within
15 Bohlander Meadows Street Lighting District have requested the formation of the
16 district;

17 NOW, THEREFORE,

18 BE IT RESOLVED by the City Council of the City of Keizer that:

- 19 1. The City Council declares its intent to initiate Bohlander Meadows
20 Street Lighting Local Improvement District;
- 21 2. The map attached hereto, marked Exhibit "A", and by this reference
22 incorporated herein sets forth the proposed boundaries of the district;
- 23 3. The City Engineer is hereby directed to make a survey of the District;
- 24 4. The City Engineer shall file a written report with the City Recorder on
25 or before September 25, 2024.

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

3 PASSED this _____ day of _____, 2024.

4
5 SIGNED this _____ day of _____, 2024.

6
7
8 _____
9 Mayor

10
11 _____
City Recorder

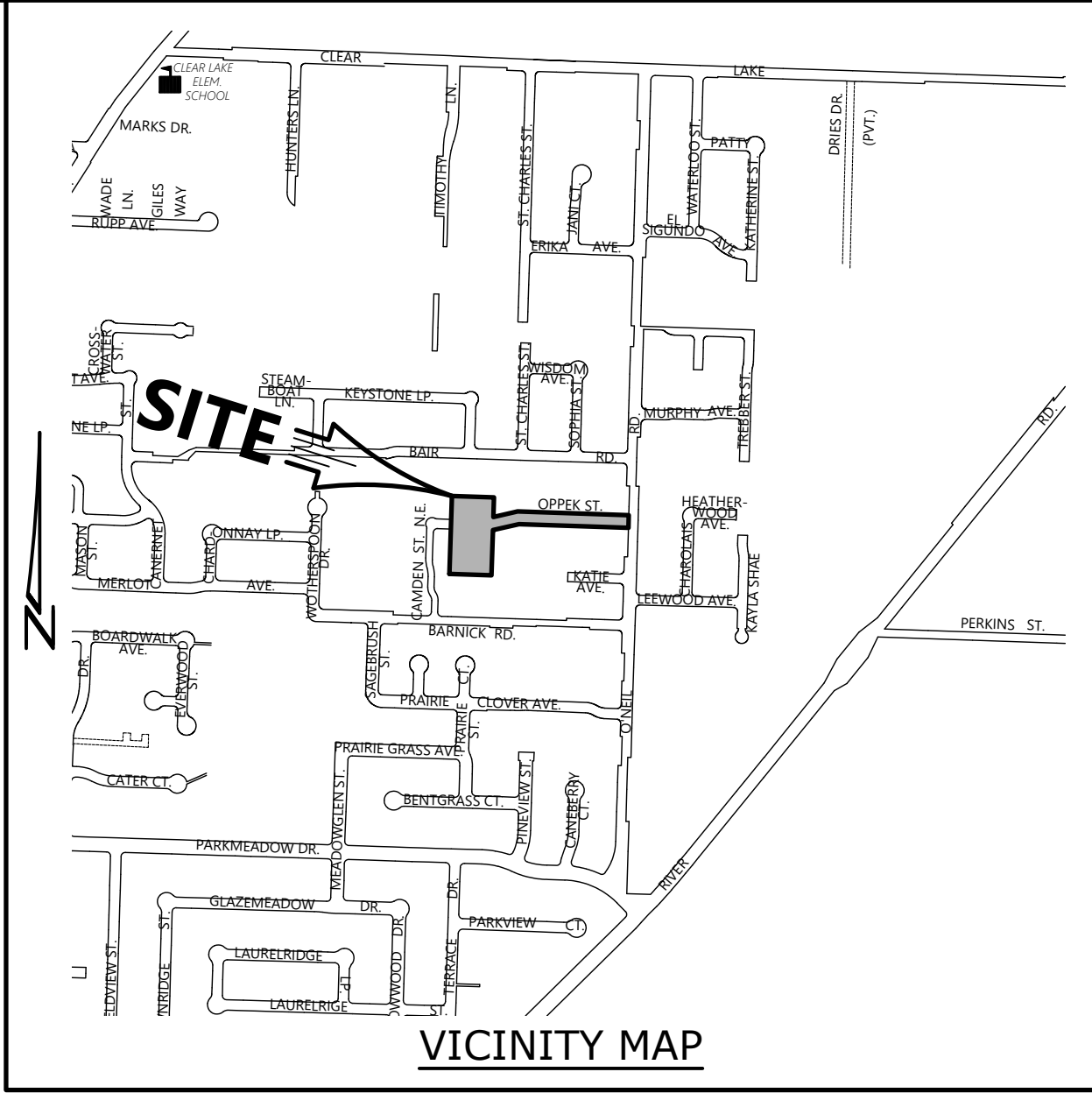
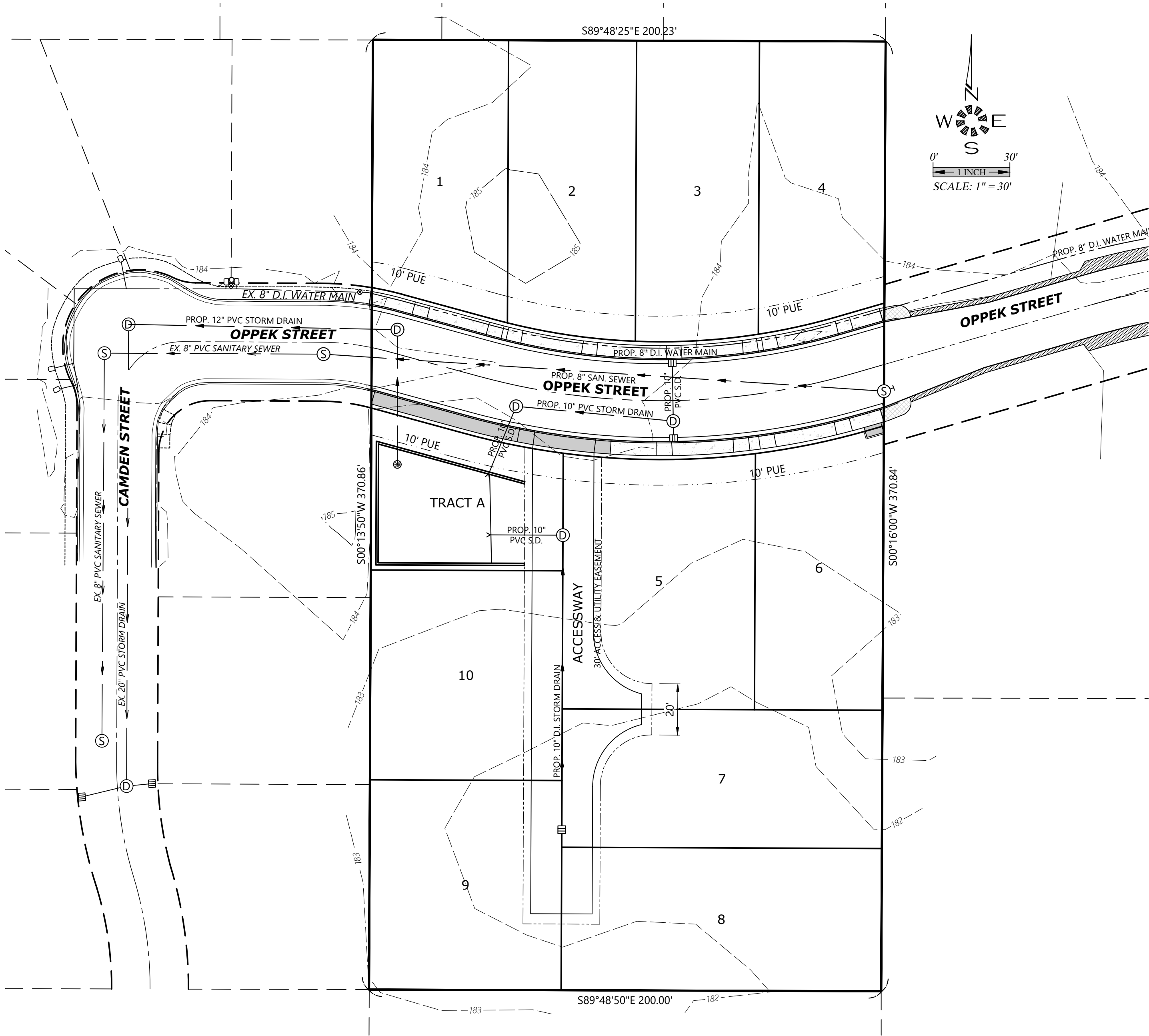
Owner / Developer:

TRADEMARK ENTERPRISES, LLC

P.O. BOX 5248
SALEM, OREGON 97304

BOHLANDER MEADOWS

SEC. 23, T. 6 S., R. 3 W., W.M.
CITY OF KEIZER
MARION COUNTY, OREGON



T.B.M. 182.58
PK NAIL LOCATED AT THE INTERSECTION OF
OPPECK STREET AND O'NEIL ROAD NE ON
THE EASTERN SIDEWALK.
BASED ON MARION COUNTY POINT
IDENTIFICATION NUMBER 2122 AT STATION
9650 (NGVD 29 179.82)

ABBREVIATIONS			
A.C.	ASPHALTIC CONCRETE	L	LENGTH, LINE
ACMP	ALUMINIZED CMP	L.P.	LIGHT POLE
ASSY.	ASSEMBLY	M	METER, MAIN
B.O.	BLOW OFF	M.H.	MANHOLE
B.F.V.	BUTTERFLY VALVE	MTL	METAL
C & G	CURB & GUTTER	O.H.	OVERHEAD
CATV	CABLE TELEVISION	PC	POINT OF CURVE
C.B.	CATCH BASIN	PCC	POINT OF CONTINUING CURVE
C.B.C.O.	CATCH BASIN CLEANOUT	PED.	PEDESTAL
C.B.I.	CATCH BASIN INLET	PRC	POINT OF REVERSE CURVE
CCR	COMPACTED CRUSHED ROCK	PROP.	PROPOSED
C.L.	CENTERLINE	PT	POINT OF TANGENCY
CMP	CORRUGATED METAL PIPE	PUB.	PUBLIC
C.O.	CLEANOUT	PUE	PUBLIC UTILITY EASMT.
CONC.	CONCRETE	PVC	POLYVINYL CHLORIDE
CONST.	CONSTRUCT	PVT.	PRIVATE
D.I.	DUCTILE IRON	P.P.	POWER POLE
DIA.	DIAMETER	P.L.	PROPERTY LINE
DWG.	DRAWING	R	RADIUS
EASMT.	EASEMENT	R-	RIM
E.G.	EXIST. GRADE / GROUND	RD	ROOF DRAIN
EOP, E.P.	EDGE OF PAVEMENT	R.O.W.	RIGHT-OF-WAY
ELEC.	ELECTRIC	SAN.S. or S.S.	SANITARY SEWER
ELEV. or EL.	ELEVATION	S	SLOPE
EX. or EXIST.	EXISTING	S.Q.F.	STORMWATER QUALITY FACILITY
F.D.C.	FIRE DEPT. CONNECTION	STA.	STATION
FT.	FEET	STD.	STANDARD
F.F.	FINISH FLOOR	STL.	STEEL
F.G.	FINISH GRADE	STM.DRN. or S.D.	STORM DRAIN
F.H.	FIRE HYDRANT	SVC.	SERVICE
F.M.	FORCE MAIN	SW	SIDEWALK
GUT. or GTR.	GUTTER	T.C.	TOP OF CURB
G.V.	GATE VALVE	TEL.	TELEPHONE
IMP.	IMPROVEMENT	TYP.	TYPICAL
INST.	INSERT	U.G.	UNDERGROUND
INV. or I-	INVERT	ULT.	VAULT
		W.M.	WATER MAIN

SYMBOLS		SYMBOLS	
EX.	PROP.	EX.	PROP.
EX.	PROP.	EX.	PROP.
EX.	PROP.	EX.	PROP.
EX.	PROP.	EX.	PROP.
EX.	PROP.	EX.	PROP.
EX.	PROP.	EX.	PROP.
EX.	PROP.	EX.	PROP.
EX.	PROP.	EX.	PROP.
EX.	PROP.	EX.	PROP.
EX.	PROP.	EX.	PROP.
EX.	PROP.	EX.	PROP.
EX.	PROP.	EX.	PROP.
EX.	PROP.	EX.	PROP.
EX.	PROP.	EX.	PROP.
EX.	PROP.	EX.	PROP.
EX.	PROP.	EX.	PROP.
EX.	PROP.		

SHEET INDEX		
SHEET 101	COVER SHEET	
SHEET 102	EXISTING CONDITION PLAN	
SHEET 103	EXISTING CONDITION PLAN	
SHEET 201	SANITARY SEWER SERVICE PLAN	
SHEET 202	SANITARY SEWER PLAN	
SHEET 301	STORM DRAIN PLAN	
SHEET 302	STORM DRAIN PLAN	
SHEET 303	STORMWATER QUALITY FACILITY PLAN	
SHEET 304	RETAINING WALL DETAILS	
SHEET 401	STREET PLAN - OPPEK STREET -0+20 TO 3+60	
SHEET 402	STREET PLAN - OPPEK STREET 3+60 TO 9+00	
SHEET 403	STREET CROSS SECTIONS	
SHEET 404	ACCESSWAY PLAN	
SHEET 405	RAMP PLAN	
SHEET 406	LOT GRADING PLAN	
SHEET 501	WATER MAIN PLAN	
SHEET 502	OFFSITE WATER MAIN IMPROVEMENT	
SHEET 601	EROSION CONTROL PLAN - PRE-GRADING & POST GRADING	
SHEET 602	EROSION CONTROL PLAN - POST STORM DRAIN & POST PAVING	
SHEET 603	EROSION CONTROL NOTES AND DETAILS	
SHEET 701	LOT DIMENSIONS, SIGNING, & SIDEWALK PLAN	
SHEET 702	TREE REMOVAL & REPLACEMENT PLAN	
SHEET 703	STREET LIGHTING PLAN	
SHEET 901	DETAIL SHEET	
SHEET 902	DETAIL SHEET	
SHEET 903	DETAIL SHEET	
SHEET 904	DETAIL SHEET	

SHEET L0.0	LANDSCAPE PLAN
SHEET L1.1	LANDSCAPE PLAN
SHEET L2.1	LANDSCAPE PLAN

MULTI/TECH

ENGINEERING SERVICES, INC.
1155 13TH ST. S.E. SALEM, OR. 97302
PH. (503) 363-9227 FAX (503) 364-2660
www.mtsengineering.net office@mtsengineering.net

COVER SHEET

BOHLANDER MEADOWS

NO CHANGES, MODIFICATIONS
OR REVISIONS SHALL BE
MADE WITHOUT THE
AUTHORIZATION OF THE
DESIGN ENGINEER.

75590 101-C5

Design: M.D.G.
Drawn: D.G.G.
Checked: J.J.G.
Issue Date: 7/30/24
Scale: AS SHOWN
As-Built: ----

REGISTERED PROFESSIONAL
ENGINEER
OREGON
JULY 1978
MARK D. GOWEN

EXPIRES: 06-30-2025

JOB # 7559

101

Page 208 of 227



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: Amendments to Appendix A of the Traffic Safety/ Bikeways/ Pedestrian Committee

Proposed Motion

I move to adopt Resolution R2024-____ Amending the Traffic Safety/ Bikeways/Pedestrian Committee; Amending Resolution No. R2012-2256; Repealing Resolution No. 2023-3403.

I. Summary

On April 18, 2024, the Traffic Safety/ Bikeways/ Pedestrian (TSBP) Committee unanimously voted "to amend Attachment A of Committee Resolution to remove the language under Membership representatives from Marion County Fire District No. 1 and Keizer Fire District shall serve as non-voting ex officio liaisons and the non-voting Fire District representatives shall be appointed by the Districts; and to change the language and purpose of Section number 5, from Oregon Traffic Safety Commission to Oregon Department of Transportation/Department of Motor Vehicles (ODOT/DMV) Traffic Safety, Bicycle and Pedestrian Advisory Committee".

On July 18, 2024, the TSBP Committee, unanimously voted "to retain the Fire liaison as a non-voting member of the Committee." During the meeting, it was noted that Chief Hector Blanco was interested in more involvement and the Fire District had provided helpful data and information in the past. The TSBP Committee also "moved to remove the language from number 5, serve in a liaison capacity between the City and the Oregon Traffic Safety Committee in developing the statewide highway safety program and in meeting National Highway Safety Association Program Standards." The committee no longer exists and the Oregon Bicycle and Pedestrian Advisory Committee is a committee appointed by the governor.

On August 5, 2024, the City Council discussed additional amendments to Appendix A of the Resolution and asked the TSBP Committee to consider additional changes.

On August 15, 2024, the TSBP Committee, unanimously voted to update Appendix "A" as shown on Mayor Clark's attached recommendation.

On August 19, 2024, the City Council reviewed the additional amendments to Appendix A of the Resolution, including replacing replacing e-bike with e-mobility devices, removing the annual report requirement as they report monthly, and adding the Neighborhood Traffic Management Program.

II. Background

A. The Keizer City Council established the TSBP Committee by Resolution.

III. Current Situation

- A. The current Appendix "A" for the Traffic Safety/ Bikeways/ Pedestrian Committee mandates the Committee's Membership, which includes representatives from Marion County Fire District #1 and Keizer Fire District as non-voting ex officio liaisons.
- B. The current Appendix "A", Purpose, Section 5 currently states "Serve in a liaison capacity between the City and the Oregon Traffic Safety Committee in developing the statewide highway safety program and in meeting National Highway Safety Association Program Standards."
- C. The TSBP Committee met on April 18, 2024, and discussed amending sections of Appendix "A". The Committee felt that the representatives from Marion County Fire District and Keizer Fire District should be removed from the membership, and they could be invited to attend as needed.
- D. The TSBP Committee met on April 18, 2024, and discussed amending Section Number 5 in Appendix "A" as the Oregon Traffic Safety Commission does not exist and should be replaced with ODOT/DMV Traffic Safety, Bicycle and Pedestrian Advisory Committee.
- E. On April 18, 2024, the TSBP Committee unanimously voted "to amend Attachment A of Committee Resolution to remove the language under Membership representatives from Marion County Fire District number 1 and Keizer Fire District shall serve as non-voting ex officio liaisons and the non-voting Fire District representatives shall be appointed by the Districts; and to change the language and purpose of Section number 5, from Oregon Traffic Safety Commission to ODOT/DMV Traffic Safety, Bicycle and Pedestrian Advisory Committee".
- F. On July 18, 2024, the TSBP Committee had further discussion on the amendments and unanimously "moved to remove the language from number 5, serve in a liaison capacity between the City and the Oregon Traffic Safety Committee in developing the statewide highway safety program and in meeting National Highway Safety Association Program Standards."
- G. On July 18, 2024, the TSBP Committee unanimously voted "to retain the Fire liaison as a non-voting member of the Committee."
- H. On August 15, 2024, the TSBP Committee discussed and reviewed proposed changes by Mayor Clark to Appendix "A".

IV. Analysis

- A. **Strategic Impact** - N/A
- B. **Financial** - N/A
- C. **Timing** - NA
- D. **Policy/Legal** - Under the Council Rules of Procedures, the Council changes the purpose of any City Committee.

V. Alternatives

- A. Adopt the attached Resolution.
- B. Do not adopt the Resolution.

VI. Recommendation

Staff recommends the Council discuss the recommendation of the Traffic Safety/Bikeways/Pedestrian Committee and make a motion to adopt the attached Resolution.

Attachments

- 1. ATT_CC_TSBP Appendix A_09 03 2024
- 2. RES_CC_Traffic Safety Bikeways Pedestrian Committee_9 3 2024
- 3. EXH_CC_Traffic Safety Bikeways Pedestrian Committee_9 3 2024
- 4. Legislative History_R2023-3403_2023-08-07
- 5. Legislative History_R2012-2256_2012-07-02
- 6. Legislative History_R2017-2820_2017-12-04

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

Appendix “A”

City Council Committee

Name: Traffic Safety/Bikeways/Pedestrian Committee

Purpose: To act in an advisory capacity to the Keizer City Council and City Manager in the creation, development and implementation of official traffic safety activities, including bikeways and pedestrian routes, and to make recommendations on projects and practices that improve safety, efficiencies and choices for transportation mode options. The powers and duties of the Committee shall include, but are not limited to:

1. Develop, prioritize, and recommend coordinated traffic safety programs.
2. Develop recommendations for inclusion in the Bicycle System component of the Keizer Transportation System Plan, including an assessment of the need for bikeways, recommended routes with costs and priorities, proposed funding sources, and implementation program.
3. Proactively recommend traffic safety priorities for the City, *including recommendations developed through the Neighborhood Traffic Management Program process.*
4. Review and recommend project applications for funding (e.g. Safe Routes to School, other bike/pedestrian funding competitions)
5. Provide traffic and transportation-related research and information to official agencies of the City.
6. Coordinate and disseminate information to the public on routes and rules for bicyclists, pedestrians, and transit.
7. Promote public knowledge and compliance with traffic safety programs and laws and emerging issues (e.g. policy development on issues like ~~e-bikes~~ *e-mobility devices*, and autonomous vehicles)
8. Promote expanding transportation options that increase safety, efficiency, health, and independence.
9. Provide an ~~annual written or oral report of its activities to the Council at a Regular Session following the Committee meeting~~ and other reports which the Council may request from time to time.

Membership: The Committee shall consist of seven (7) voting members. At least two (2) of the voting members shall be bicycle advocates and actively engaged in recreational and/or commuter bicycling. Liaisons from the City Council, City staff and representatives from Marion County Fire District #1 and Keizer Fire District shall serve as non-voting ex officio liaisons. The Mayor will appoint the non-voting Council liaison to the Committee and will make such announcement at a regularly scheduled Council meeting. The non-voting Fire District representatives shall be appointed by the Districts. The non-voting staff liaison will be appointed by the City Manager. The Council may appoint a non-voting Youth liaison to the Committee pursuant to the Council Rules of Procedure. Other members shall be appointed as outlined by the City Council Rules of Procedure, except for the initial selection which shall be by City Council appointment.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2024-____

4
5
6 AMENDING THE TRAFFIC SAFETY/BIKEWAYS/PEDESTRIAN
7 COMMITTEE; AMENDING RESOLUTION NO. R2012-2256;
8 REPEALING RESOLUTION R2023-3403
9

10
11 WHEREAS, the City Council adopted Resolution No. R2012-2256 establishing
12 the Traffic Safety/Bikeways/Pedestrian Committee on July 2, 2012;

13 WHEREAS, the City Council adopted Resolution No. R2017-2820 amending the
14 membership section in Appendix A of the Committee on December 4, 2017;

15 WHEREAS, the City Council adopted Resolution R2023-3403 to amend the
16 purpose section in Appendix A on August 7, 2023;

17 WHEREAS, the City Council wishes to amend the purpose section in Appendix
18 A of the Committee as recommended by the Committee;

19 NOW, THEREFORE,

20 BE IT RESOLVED by the City Council of the City of Keizer that Resolution No.
21 R2012-2256 is hereby amended by replacement of Appendix "A" with the attached
22 Appendix "A", and by this reference incorporated herein.

23 BE IT FURTHER RESOLVED that the current members shall continue in their
24 terms of office as appointed.

25 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
26 Resolution No. R2023-3403 is hereby repealed in its entirety.

Appendix “A” City Council Committee

Name: Traffic Safety/Bikeways/Pedestrian Committee

Purpose: To act in an advisory capacity to the Keizer City Council and City Manager in the creation, development and implementation of official traffic safety activities, including bikeways and pedestrian routes, and to make recommendations on projects and practices that improve safety, efficiencies and choices for transportation mode options. The powers and duties of the Committee shall include, but are not limited to:

1. Develop, prioritize, and recommend coordinated traffic safety programs.
2. Develop recommendations for inclusion in the Bicycle System component of the Keizer Transportation System Plan, including an assessment of the need for bikeways, recommended routes with costs and priorities, proposed funding sources, and implementation program.
3. Proactively recommend traffic safety priorities for the City, including recommendations developed through the Neighborhood Traffic Management Program process.
4. Review and recommend project applications for funding (e.g. Safe Routes to School, Connect Oregon, other bike/pedestrian funding competitions).
5. Provide traffic and transportation-related research and information to official agencies of the City.
6. Coordinate and disseminate information to the public on routes and rules for bicyclists, pedestrians, and transit.
7. Promote public knowledge and compliance with traffic safety programs and laws and emerging issues (e.g. policy development on issues like e-mobility devices, and autonomous vehicles).
8. Promote expanding transportation options that increase safety, efficiency, health, and independence.
9. Provide an oral report of its activities to the Council at a Regular Session following the Committee meeting and other reports which the Council may request from time to time.

Membership: The Committee shall consist of seven (7) voting members. At least two (2) of the voting members shall be bicycle advocates and actively engaged in recreational and/or commuter bicycling. Liaisons from the City Council, City staff and representatives from Marion County Fire District #1 and Keizer Fire District shall serve as non-voting ex officio liaisons. The Mayor will appoint the non-voting Council liaison to the Committee and will make such announcement at a regularly scheduled Council meeting. The non-voting Fire District representatives shall be appointed by the Districts. The non-voting staff liaison will be appointed by the City Manager. The Council may appoint a non-voting Youth liaison to the Committee pursuant to the Council Rules of Procedure. Other members shall be appointed as outlined by the City

Council Rules of Procedure, except for the initial selection which shall be by City Council appointment.

Term of Office: Each member of the Committee shall be appointed for a three-year term, except for initial terms which shall be staggered. Members may be reappointed. The terms shall be staggered so that not more than three will expire in the same year.

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

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

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

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2023- 3403
4

5
6 AMENDING THE TRAFFIC SAFETY/BIKEWAYS/PEDESTRIAN
7 COMMITTEE; AMENDING RESOLUTION NO. R2012-2256;
8 REPEALING RESOLUTION R2017-2820
9

10
11 WHEREAS, the City Council adopted Resolution No. R2012-2256 establishing
12 the Traffic Safety/Bikeways/Pedestrian Committee on July 2, 2012;

13 WHEREAS, the City Council adopted Resolution No. R2017-2820 amending the
14 membership section of the Committee on December 4, 2017;

15 WHEREAS, the City Council wishes to amend the purpose section of the
16 Committee as recommended by the Committee;

17 NOW, THEREFORE,

18 BE IT RESOLVED by the City Council of the City of Keizer that Resolution No.
19 R2012-2256 is hereby amended by replacement of Appendix "A" with the attached
20 Appendix "A", and by this reference incorporated herein.

21 BE IT FURTHER RESOLVED that the current members shall continue in their
22 terms of office as appointed.

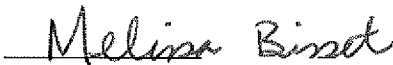
23 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
24 Resolution No. R2017-2820 is hereby repealed in its entirety.
25
26

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

3 PASSED this 7th day of August, 2023.

4
5 SIGNED this 7th day of August, 2023.

6
7
8 
9 Mayor

10
11 
12 City Recorder

Appendix "A"

City Council Committee

Name: Traffic Safety/Bikeways/Pedestrian Committee

Purpose: To act in an advisory capacity to the Keizer City Council and City Manager in the creation, development and implementation of official traffic safety activities, including bikeways and pedestrian routes, and to make recommendations on projects and practices that improve safety, efficiencies and choices for transportation mode options. The powers and duties of the Committee shall include, but are not limited to:

1. Develop, prioritize, and recommend coordinated traffic safety programs.
2. Develop recommendations for inclusion in the Bicycle System component of the Keizer Transportation System Plan, including an assessment of the need for bikeways, recommended routes with costs and priorities, proposed funding sources, and implementation program.
3. Proactively recommend traffic safety priorities for the City.
4. Review and recommend project applications for funding (e.g. Safe Routes to School, Connect Oregon, other bike/pedestrian funding competitions)
5. Serve in a liaison capacity between the City and the Oregon Traffic Safety Committee in developing the statewide highway safety program and in meeting National Highway Safety Association Program Standards.
6. Provide traffic and transportation-related research and information to official agencies of the City.
7. Coordinate and disseminate information to the public on routes and rules for bicyclists, pedestrians, and transit.
8. Promote public knowledge and compliance with traffic safety programs and laws and emerging issues (e.g. policy development on issues like e-bikes and autonomous vehicles)
9. Promote expanding transportation options that increase safety, efficiency, health, and independence.
10. Provide an annual written or oral report of its activities to the Council and other reports which the Council may request from time to time.

Membership: The Committee shall consist of seven (7) voting members. At least two (2) of the voting members shall be bicycle advocates and actively engaged in recreational and/or commuter bicycling. Liaisons from the City Council, City staff and representatives from Marion County Fire District #1 and Keizer Fire District shall serve as non-voting ex officio liaisons. The Mayor will appoint the non-voting Council liaison to the Committee and will make such announcement at a regularly scheduled Council meeting. The non-voting Fire District representatives shall be appointed by the Districts. The non-voting staff liaison will be appointed by the City Manager. The Council may appoint a non-voting Youth liaison to the Committee pursuant to the Council Rules of Procedure. Other members shall be appointed as outlined by the City

Council Rules of Procedure, except for the initial selection which shall be by City Council appointment.

Term of Office: Each member of the Committee shall be appointed for a three-year term, except for initial terms which shall be staggered. Members may be reappointed. The terms shall be staggered so that not more than three will expire in the same year.

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

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

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2012- 2256

ESTABLISHING THE TRAFFIC SAFETY/BIKEWAYS/PEDESTRIAN
COMMITTEE; **REPEALING RESOLUTION NO. R2003-1403 AND
RESOLUTION NO. R2007-1779**

WHEREAS, the Council has previously established a Traffic Safety Commission
(Resolution R2003-1403) and a Bikeways Committee (Resolution R2007-1779);

WHEREAS, the Council has considered the matter and wishes to merge these two
groups;

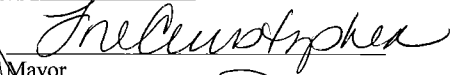
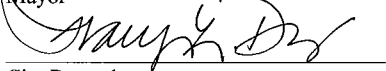
NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Traffic
Safety/Bikeways/Pedestrian Committee, a City Council Committee is hereby established
as outlined in Appendix "A", attached hereto and by this reference incorporated herein.

BE IT FURTHER RESOLVED that Resolution No. R2003-1403 and Resolution
No. R2007-1779 are hereby repealed in their entireties.

PASSED this 2nd day of July, 2012.

SIGNED this 2nd day of July, 2012.


Mayor

City Recorder

Appendix "A"

City Council Committee

Name: Traffic Safety/Bikeways/Pedestrian Committee

Purpose: To act in an advisory capacity to the Keizer City Council and City Manager in the creation, development and implementation of official traffic safety activities, including bikeways and pedestrian routes, and to make recommendations on projects and practices that improve safety, efficiencies and choices for transportation mode options. The powers and duties of the Committee shall include, but are not limited to:

1. To develop, prioritize, and recommend coordinated traffic safety programs.
2. To develop and maintain a Master Bikeway Plan to include an assessment of the need for bikeways, recommended routes with costs and priorities, proposed funding sources, and implementation program.
3. To recommend traffic safety priorities for the City.
4. To review and recommend project applications for funding.
5. To serve in a liaison capacity between the City and the Oregon Traffic Safety Commission in developing the statewide highway safety program and in meeting National Highway Safety Program Standards.
6. To provide traffic and transportation-related research and information to official agencies of the City.
7. To coordinate and disseminate information to the public on routes and rules for bicyclists, pedestrians, and transit.
8. To promote public knowledge and compliance with traffic safety programs and laws.
9. To promote expanding transportation options that increase safety, efficiency, health, and independence.
10. To provide an annual written or oral report of its activities to the Council and other reports which the Council may request from time to time.

Membership: The Committee shall consist of nine voting members. One of the voting members shall be a representative from the Keizer Fire District and at least three (3) of the voting members shall be bicycle enthusiasts and actively engaged in recreational and/or commuter bicycling. Liaisons from the City Council and the City staff shall serve as non-voting ex officio members. Members shall be appointed as outlined by the City Council Rules of Procedure, except for the initial selection which shall be by City Council appointment.

Term of Office: Each member of the Committee shall be appointed for a three-year term, except for initial terms which shall be staggered. Members may be reappointed. The terms shall be staggered so that not more than three will expire in the same year.

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

Meetings: All meetings of the Committee shall follow Robert Rules of Order Newly Revised and the Oregon Public Meeting Laws.

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

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

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3 Resolution R2017- 2820

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6 AMENDING THE TRAFFIC SAFETY/BIKEWAYS/PEDESTRIAN
7 COMMITTEE; AMENDING RESOLUTION NO. R2012-2256;
8 REPEALING RESOLUTION R2014-2429
9

10
11 WHEREAS, the City Council adopted Resolution No. R2012-2256 establishing
12 the Traffic Safety/Bikeways/Pedestrian Committee on July 2, 2012;

13 WHEREAS, the City Council adopted Resolution No. R2014-2429 amending the
14 membership section of the Committee on March 17, 2014;

15 WHEREAS, the City Council wishes to amend the membership section of the
16 Committee to allow youth liaisons;

17 NOW, THEREFORE,

18 BE IT RESOLVED by the City Council of the City of Keizer that Resolution No.
19 R2012-2256 is hereby amended by replacement of Appendix "A" with the attached
20 Appendix "A", and by this reference incorporated herein.

21 BE IT FURTHER RESOLVED that the current members shall continue in their
22 terms of office as appointed.

23 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
24 Resolution No. R2014-2429 is hereby repealed in its entirety.
25

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

3 PASSED this 4th day of December, 2017.

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5 SIGNED this 4th day of December, 2017.

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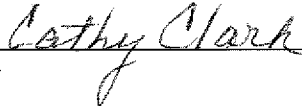
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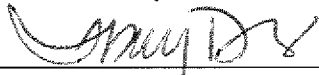
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Mayor


City Recorder

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9. To promote expanding transportation options that increase safety, efficiency, health, and independence.
10. To provide an annual written or oral report of its activities to the Council and other reports which the Council may request from time to time.

Membership: The Committee shall consist of seven (7) voting members. At least two (2) of the voting members shall be bicycle advocates and actively engaged in recreational and/or commuter bicycling. Liaisons from the City Council, City staff and representatives from Marion County Fire District #1 and Keizer Fire District shall serve as non-voting ex officio liaisons. The Mayor will appoint the non-voting Council liaison to the Committee and will make such announcement at a regularly scheduled Council meeting. The non-voting Fire District representatives shall be appointed by the Districts. The non-voting staff liaison will be appointed by the City Manager. The Council may appoint a non-voting Youth liaison to the Committee pursuant to the Council Rules of Procedure. Other members shall be appointed as outlined by the City Council Rules of Procedure, except for the initial selection which shall be by City Council appointment.

Term of Office: Each member of the Committee shall be appointed for a three-year term, except for initial terms which shall be staggered. Members may be reappointed. The terms shall be staggered so that not more than three will expire in the same year.

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

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

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