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## **AGENDA**

### **KEIZER CITY COUNCIL**

### **REGULAR SESSION**

**Monday, September 18, 2023**

**7:30 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** - Constitution Week
  - b. **PROCLAMATION** - Hispanic Heritage Month Proclamation
  - c. **Special Employee Recognition**
5. **COMMITTEE REPORTS**
6. **PUBLIC COMMENTS**

*This time is provided for citizens to address the Council on any matters other than those on the agenda scheduled for public hearing.*
7. **PUBLIC HEARINGS**
8. **ADMINISTRATIVE ACTION**
  - a. **ORDINANCE** - Regulating Parades, Special Events, and Temporary Closure of Streets for Block Parties, Repeal of Ordinance No. 90-178 and Ordinance No. 2000-419.
  - b. **RESOLUTION** - Adopting Eligible Project to be Used by City for Funds Received from County Under Intergovernmental Agreement for Community Prosperity Initiative (2023-2024).
9. **CONSENT CALENDAR**

a. **Approval of September 5, 2023 Regular Session Minutes.**

**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**

**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."*



*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, 2023, marks the two hundred and thirty-sixth 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 guaranteed; and,*

*WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17<sup>th</sup> through 23<sup>rd</sup> 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, 2023 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 18<sup>th</sup> day of September 2023.*

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



*WHEREAS, the theme for the 2023 Hispanic Heritage Month observance as announced by the National Council of Hispanic Employment Program Managers is: “Todos Somos, Somos Uno: We Are All, We Are One” and,*

*WHEREAS, the theme reinforces the diversity inherent within the Hispanic community, as well as the power that comes from being a united community; and,*

*WHEREAS, Jennifer Lasko, Human Resources Specialist and Diversity, Equity, Inclusion and Accessibility (DEIA) Advisor at the Bureau of Fiscal Service, U.S. Department of the Treasury submitted the winning theme, stating: “I thought of this theme in retrospect to how we in the Hispanic community represent so many different things (many cultures, many skin colors, many points of views) and yet we are together as one—one community, one people, one vision. We are the #1 global ethnicity that represents so many different countries, with a vast array of histories and experiences. [We] come together to not only cherish what commonalities and differences we share, we also strengthen each other with a united vision in partnership to elevate each other [and] our nation”; 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 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, 2023 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 18<sup>th</sup> day of September 2023.*

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**MAYOR CATHY CLARK**



To: Mayor Clark and City Council Members  
Thru: Adam J. Brown, City Manager  
From: Adam Brown, City Manager  
Subject: Special Event Permit Ordinance

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### **Proposed Motion**

I move that the council adopt Ordinance 2023-\_\_\_\_ Regulating Parades, Special Events, and Temporary Closure of Streets for Block Parties; Repeal of Ordinance No. 90-178 and Ordinance No. 2000-419 on second reading.

### **I. Summary**

On June 5, 2023, the Keizer City Council discussed amendments to the special event permitting process to ensure that neighborhoods impacted by events lasting more than one day had a process for incorporating public participation from that neighborhood. Staff has worked on amendments to the ordinance to incorporate revisions to meet this objective. The Council had a follow-up discussion about the proposed ordinance on August 21, 2023. Public comment and a first reading of the ordinance was held on September 5, 2023. Because the vote was not unanimous, a second reading is required.

### **II. Background**

- A. The special event process includes both short-term and long-term events. Examples of short-term events include parades for Christmas and Keizerfest. Right now the Keizer Miracle of Christmas Lights is the only event that would fit the definition of a long-term special event, however staff have taken into consideration other possible future events that might face the same condition.
- B. The City Council discussed the issue at their regularly scheduled meeting on June 5, 2023 and directed staff to prepare revisions to the ordinance that would incorporate public participation into the permitting process for events like the Miracle of Christmas Lights that impact neighborhoods for a period of more than 24 hours.
- C. Staff presented a draft ordinance to the City Council on August 21, 2023 and received more feedback.
- D. The City Council voted to approve the first reading of the Ordinance on September 5, 2023. The vote was 4-3 and requires a second reading because the vote was not unanimous.

### III. Current Situation

- A. Staff found that there was a lack of public participation for those who were impacted by long-term events. The submission process of the current application has no policy requirements that the people impacted in the neighborhood have a voice in how they are impacted by long-term events. The residents are expected to take on whatever changes are made without any input.
- B. Staff differentiated activities that impacted arterial roads from activities impacting neighborhoods. Arterial roads are too busy to close for more than 24 hours. These are events like parades and community or school running events. The organizers understand that arterial roads can only be closed for short periods of time otherwise traffic and commerce would be too disrupted for our local residents and businesses. Residential streets, however, do not cause communitywide disruption, but do impact those in the neighborhood. The streets are not closed, but normal flow is disrupted.
- C. Staff brainstormed ways to allow residents in neighborhoods to participate in the process, knowing that city resources are not adequate to intervene at this level. Additionally, we incorporated feedback from the City Council discussions on June 5, 2023 and August 21, 2023. This revision to the ordinance puts additional responsibility to the applicant to garner public engagement and support for the activity by receiving at least 50% support from responses received from the public engagement effort. Evidence of the participation shall be demonstrated in the application.
- D. Generally, the affected area shall be the continuous neighborhood in which the long-term event takes place. It will generally be bounded on each side by a natural feature or an arterial or collector street. Exceptions can be granted by the City Manager. See the definition in the Ordinance.
- E. We are proposing that neighborhood associations and homeowners' associations, where they exist, provide a recommendation for the event as a requirement for submission of the application.
- F. We had proposed \$1 million in insurance. Councilor Cross recommended that a greater amount of insurance is warranted for special events in general. Staff agrees that \$2 million is more common. Staff recommends a standard of \$2 million but it could be changed upon the recommendation of the City Attorney. My recent experience has been that cities cannot set a specific amount because it can be considered discriminatory because all business do not have the same liability. For example, we have been discussing allowing peddlers in parks and one request has been for a coffee cart. The coffee cart would not have the same liability as KeizerFest.
- G. The proposed ordinance grants an appeal from the city manager's decisions to the Keizer City Council. (The proposed ordinance combines the special event ordinance with an old street closure (Block Party) ordinance.

### IV. Analysis

- A. **Strategic Impact** - No Impact
- B. **Financial** - An application fee of \$50 will cover some of the administrative costs for review. The balance of costs uncovered would be considered for the public benefit. This is an increase from \$25. Because we do not have many of these events, the

financial impact on the city as a whole is negligible, but the fee does cover some of the staff time to review and approve the application.

C. **Timing** - The impetus for revisiting this ordinance was the Keizer Miracle of Lights. Standing events like KeizerFest and the Christmas Lights Parade would also fall under this new ordinance, although we don't see any substantial changes to the process for those events. The ordinance will be enforceable 30 days after final approval by the Keizer City Council.

D. **Policy/Legal** -

1. The current special event permit process is approved by ordinance and therefore can only be changed by ordinance by the Keizer City Council.
2. Staff would typically provide a strike out version, but this ordinance is repealing two ordinances and combining them into one.

## V. **Alternatives**

- A. Adopt Ordinance No. 2023-\_\_\_\_ Regulating Parades, Special Events, and Temporary Closure of Streets for Block Parties; Repeal of Ordinance No. 90-178 and Ordinance No. 2000-419 upon second reading.
- B. Take No Action – The current Ordinances will remain in effect.
- C. Recommend changes to staff and to return with an updated ordinance.

## VI. **Recommendation**

Staff recommends that the Keizer City Council adopt Ordinance No. 2023-\_\_\_\_ Regulating Parades, Special Events, and Temporary Closure of Streets for Block Parties; Repeal of Ordinance No. 90-178 and Ordinance No. 2000-419 upon second reading.

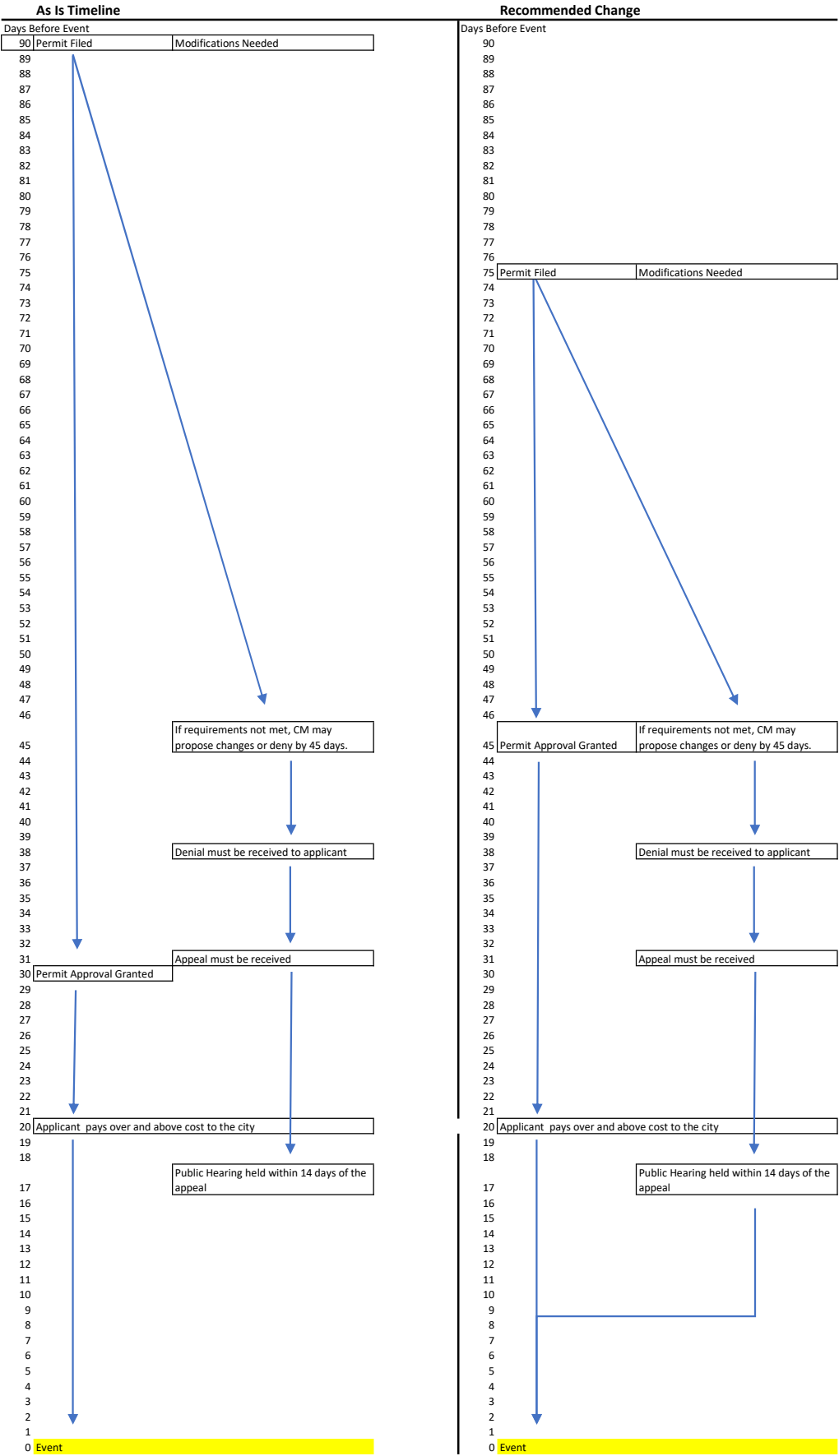
## **Attachments**

1. ATT\_CC\_Special Event Permit Timeline and Flowchart\_9 5 2023
2. ORD\_CC\_Ord 2023 Special Event Permit-Second Reading\_9 18 2023

*“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.”*



Special Event Permit Timeline & Flowchart





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A BILL  
ORDINANCE NO.  
2023-\_\_\_\_\_

FOR

AN ORDINANCE

REGULATING PARADES, SPECIAL EVENTS, AND  
TEMPORARY CLOSURE OF STREETS FOR BLOCK  
PARTIES; **REPEAL OF ORDINANCE NO. 90-178 AND  
ORDINANCE NO. 2000-419**

WHEREAS, the City of Keizer oversees City streets and traffic safety within the  
City limits of Keizer;

WHEREAS, the City of Keizer receives requests from individuals and  
organizations to temporarily close or use the streets along certain limited portions within  
the City for purposes of social and community parades or processions, special events,  
and block parties;

NOW THEREFORE, The City of Keizer ordains as follows:

Section 1. DEFINITIONS. For purposes of this Ordinance, the following  
mean:

- (1) Affected Area. For purpose of Long Term Events, the Affected Area shall  
be determined by the City Manager. Generally, the Affected Area shall be the  
contiguous neighborhood in which the Long Term Event takes place. It  
generally will be bounded on each side by a natural feature or an arterial or  
collector street.

1           (2)   Applicant. An individual or organization applying to the City for  
2                   permission to temporarily close or use certain limited portions of various  
3                   streets or public property.

4           (3)   Block Party. An activity conducted within an area not exceeding one city  
5                   block or one intersection, which is sponsored solely by the owners, residents  
6                   or tenants in the area, or their organization and is not for commercial  
7                   advertising purposes or profit.

8           (4)   City Manager. The Keizer City Manager or their designee.

9           (5)   Long Term Event. A Special Event that may be disruptive to neighboring  
10                  properties for more than one (1) day.

11          (6)   Parade. A procession or assembly of persons, animals, or vehicles or  
12                  combination thereof using the street or public right-of-way and consisting of  
13                  ten (10) or more persons or three (3) or more vehicles, with the exception of  
14                  funeral processions.

15          (7)   Permit. The document issued by the City of Keizer giving the Applicant  
16                  permission to hold the parade, special event, or block party under the rules,  
17                  regulations, and requirements of this Ordinance.

18          (8)   Public Property. Property owned by or under the control of the City of  
19                  Keizer, or private property and premises opened to the public as defined in  
20                  ORS 801.400.

21

1           (9)   Special Event. The temporary use of public property including street  
2                    closures for the purpose of conducting short term events including, but not  
3                    limited to art shows, music concerts, amusement attractions, fund-raising  
4                    events, and sporting events.

5           (10) Street. Public right-of-way or any access roads or private roads open to  
6                    the general public for use of motor vehicles, regardless of whether the  
7                    premises are publicly or privately owned or controlled.

8           Section 2.   PURPOSE. This Ordinance is enacted pursuant to the authority  
9                    over matters of local concern granted to the City of Keizer to ensure the public safety of  
10                  the citizens. This Ordinance shall not apply to City parks, which are governed by Park  
11                  Regulations and a separate reservation system.

12           Section 3.   PERMIT REQUIRED. No person or persons shall obstruct, close  
13                    or make use of a street, sidewalk, or public property for a parade, special event, or block  
14                    party which would limit the unobstructed use of such by the general public, without first  
15                    obtaining a permit from the City of Keizer. No person shall produce, direct, conduct,  
16                    manage, or assemble any parade, special event, or block party without first obtaining a  
17                    permit from the City of Keizer. Violations of this section are infractions and the  
18                    responsible parties may be cited under the Keizer Civil Infraction Ordinance.

19           Section 4.   PERMIT APPLICATION. Written application for each permit  
20                    shall be made to the City Manager upon a form provided by the City no less than  
21                    seventy-five (75) days prior to the parade, special event, or block party. This time may

1 be waived by the City Manager in their sole discretion. Each application shall include  
2 the following information:

3 (1) The name, address, and phone number of the person or organization  
4 responsible for the proposed special event, parade, or block party.

5 (2) The date and times of the proposed special event, parade, or block party.

6 (3) The proposed starting and ending times.

7 (4) A map showing the desired route or location, including assembly and  
8 disassembly points of the event, locations of activities, the proposed  
9 signing/traffic control plan, and the specific location of streets to be closed.

10 (5) The number of persons, vehicles and animals that will be participating in  
11 the special event, parade, or block party.

12 (6) The purpose of the parade, special event, or block party.

13 (7) Whether or not charity, gratuity, or offerings will be solicited or accepted,  
14 or sales of food, beverages, or other merchandise will occur;

15 (8) Whether any sound amplification equipment is proposed to be used, and if  
16 so, information describing such sound amplification equipment;

17 (9) Whether parking is requested to be restricted or prohibited during the  
18 parade, special event, or block party;

19 (10) A certificate of insurance and additional insured endorsement showing  
20 evidence of liability insurance with limits no less than \$2,000,000 combined  
21 single limit for coverage of bodily injury and property damage and naming

1 the City of Keizer, its officers, agents, and employees as an additional  
2 insured, unless the City Attorney recommends a different amount due to the  
3 nature or size of the parade, special event, or block party.

4 (11) The signature of the person responsible for the proposed special event,  
5 parade, or block party.

6 (12) The City Manager may require additional information.

7 Section 5. APPLICATION FEE. A non-refundable permit fee of \$50.00 shall  
8 accompany all applications for a parade, special event or block party. The application  
9 fee shall automatically be adjusted every three years using the Portland Consumer Price  
10 Index for Wage Earners beginning July 1, 2026.

11 Section 6. PERSONNEL COSTS. As determined by the City Manager, City  
12 personnel may be required to perform duties for the parade, special event, or block party.  
13 Unless waived by the City Council, Applicant shall pay to the City an amount equal to  
14 the employee's compensation, including benefits for each City personnel who are  
15 required by the City to work overtime hours, or other than regular shift to perform duties  
16 during or as a result of such parade, special event, or block party. Applicant shall pay  
17 the estimated amount no later than twenty (20) days prior to the parade, special event, or  
18 block party. Within thirty (30) days after the event, the City shall refund any  
19 overpayment, or invoice the Applicant for any additional amounts due. In such case,  
20 Applicant shall pay the amount due within thirty (30) days.

1           Section 7.    LONG TERM EVENTS. In addition to other requirements of this  
2 Ordinance, for Long Term Events, the following process shall be used:

3           1.       If any part of the Long Term Event is within the boundaries of an active  
4 homeowners' association, the application shall include written approval from  
5 the homeowners' association Board.

6           2.       Prior to conducting public engagement as set forth below, the Applicant  
7 shall submit a map clearly setting forth the proposed Affected Area. The City  
8 Manager shall approve or modify the Affected Area within ten (10) days of  
9 submittal.

10          3.       Prior to submitting the application, the Applicant shall conduct public  
11 engagement to garner responses from residents/businesses/neighborhood  
12 associations in the Affected Area. At a minimum, the Applicant shall place  
13 signs at each location of entry to the Affected Area. Such signs shall provide  
14 information about the Long Term Event and encourage feedback from the  
15 Affected Area residents and businesses. The Applicant shall also actively  
16 solicit input from residents and businesses by means of social media or other  
17 methods. The application shall show the details of the public engagement  
18 with the residents/businesses/neighborhood associations in the Affected Area.

19          4.       The Applicant shall provide evidence that at least fifty percent (50%) of  
20 the responses received were in favor of the application.

1           5.       If the Long Term Event is an annual event and no change in the Affected  
2                   Area or the type/size of the event is requested, the permit is still required, but  
3                   the steps set forth in subsections (1), (2), (3), and (4) are not required.

4           Section 8.   PERMIT APPROVAL. Within forty-five (45) days of receipt of an  
5           application, the permit shall be granted if the City Manager, upon review of the  
6           application, determines that:

7           (1)    The parade, special event, or block party can be conducted without  
8                   endangering public safety and the Applicant has submitted all required  
9                   information;

10          (2)    The parade, special event, or block party can be conducted without  
11                  seriously inconveniencing the general public or residents or businesses in the  
12                  adjacent areas;

13          (3)    There is sufficient public safety personnel available, if the City Manager  
14                  determines it is necessary to monitor or direct participants, observers and the  
15                  general public, to facilitate the safe and orderly conduct of the parade, special  
16                  event, or block party;

17          (4)    There is adequate insurance coverage for the parade, special event, or  
18                  block party, or the City Manager determines that the nature of the activity  
19                  carries minimal or no risk to the City of Keizer.

20    The City Manager may impose reasonable conditions and/or restrictions as part of the  
21    approval.

1           Section 9.   PERMIT DENIAL. Within forty-five (45) days of receipt of an  
2 application, if the City Manager determines that the parade, special event, or block party  
3 cannot meet the requirements listed in Section 7 and Section 8, the City Manager may:

4           (1)   Propose an alternate route/location for the parade, special event or block  
5               party; or

6           (2)   Propose an alternate date; or

7           (3)   Deny the permit in its entirety.

8   The City Manager may also grant the permit and impose reasonable conditions to assure  
9 that the parade, special event or block party meets the requirements of Section 7 and  
10 Section 8.

11          Section 10.   APPEAL OF CITY MANAGER DECISION. A decision made by  
12 the City Manager pursuant to Section 9 may be appealed by the Applicant to the City  
13 Council. The appeal shall be filed in writing with the City Recorder and physically  
14 received within seven (7) days of the date of the denial. The City Council shall consider  
15 the appeal at a public hearing within fourteen (14) days of the date of the appeal. The  
16 decision of the City Council shall be final.

17          Section 11.   REVOCATION OF PERMIT. The City Manager or Chief of  
18 Police may revoke a permit at any time by reason of emergency, disaster, calamity,  
19 disorder, riot, extreme traffic conditions, violation of any permit conditions, undue  
20 burden on public service, or if circumstances reasonably show that the parade, special  
21 event, or block party can no longer be conducted consistent with public safety.



1           Section 12. BARRICADES/CONES. As determined by the City Manager,  
2   barricades, cones or other devices may be required during the parade, special event, or  
3   block party. City staff shall be responsible for placing, maintaining and removal of any  
4   devices deemed necessary by the City Manager during the parade, special event, or  
5   block party. Applicant shall pay to the City the actual costs for use of the devices.  
6   Applicant shall pay such amount no later than twenty (20) days prior to the parade,  
7   special event, or block party based on the estimate number of devices. If additional  
8   devices are used, Applicant shall pay the additional amounts within thirty (30) days  
9   following the event.

10           Section 13. SIGNAGE. Signage for the parade, special event, or block party  
11   must comply with the current Keizer Sign Regulations, unless allowed under Council  
12   Resolution pursuant to Keizer Development Code Section 2.203.04(E).

13           Section 14. AMPLIFICATION. Applicant shall be responsible for the  
14   monitoring of sound during the parade, special event, or block party. Applicant must  
15   comply with all applicable regulations and laws, including, but not limited to the  
16   requirements of the Keizer Noise Ordinance.

17           Section 15. INTERFERENCE WITH PARADE, SPECIAL EVENT, OR  
18   BLOCK PARTY PROHIBITED. It is unlawful for any person to interfere with a  
19   parade, special event or block party permitted under this Ordinance or to participate in a  
20   parade, special event or block party without the permission of the permit holder. In  
21   addition, the following acts, among others, are prohibited by this Section:

- (1) Blocking, obstructing or impeding the passage of participants, vehicles or animals in the parade, special event, or block party; or
- (2) Walking or running, driving a vehicle, riding a bicycle or skateboard through, between, with or among participants, vehicles, or animals in the parade, special event, or block party; or
- (3) Dropping, throwing, rolling or flying any object toward, among or between the observers, participants, vehicles or animals in the parade, special event, or block party; or
- (4) Throwing, squirting, dumping or dropping any liquid or gaseous substance on, toward, among or between participants, vehicles or animals in the parade, special event, or block party; or
- (5) Grabbing at, taking hold of, hitting, pulling or pushing any participant, vehicle or animal in the parade, special event, or block party or anything in the possession of any participant in the parade, special event, or block party.

Section 16. REMEDIES. Violations of this Ordinance are infractions, and the responsible parties may be cited under the Keizer Civil Infraction Ordinance. In addition, as a nuisance, the nuisance may be abated under the Keizer Nuisance Abatement Procedure Ordinance. These procedures and/or remedies shall not prohibit in any way any alternative remedies set out in city ordinances or state statutes. The remedies set forth herein are not exclusive, but are in addition to any and all common law and statutory remedies for the abatement of nuisances.

1           Section 17. SAVINGS CLAUSE. Should any section or portion of this  
2 Ordinance be held unlawful or unenforceable by any court of competent jurisdiction,  
3 such decision shall apply only to the specific section, or portion thereof, directly  
4 specified in the decision. All other sections and portions of this Ordinance shall remain  
5 in full force and effect.

6           Section 18. REPEAL OF ORDINANCE NO. 90-178 AND ORDINANCE NO.  
7 2000-419. Ordinance No. 90-178 (An Ordinance for the Temporary Closure of Street  
8 for Block Party) and Ordinance No. 2000-419 (Regulating Parades or Special Events)  
9 are hereby repealed in their entirety.

10           Section 19. EFFECTIVE DATE. This Ordinance shall take effect thirty (30)  
11 days after its passage.

12           PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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14           SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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\_\_\_\_\_  
Mayor

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City Recorder



To: Mayor Clark and City Council Members  
Thru: Adam J. Brown, City Manager  
From: Tim Wood, Assistant City Manager  
Subject: Community Prosperity Initiative Grant

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### **Proposed Motion**

I move the City Council adopt Resolution R2023-\_\_\_\_\_ Adopting Eligible Project to be Used by City for Funds Received from County Under Intergovernmental Agreement for Community Prosperity Initiative (2023-2024).

#### **I. Summary**

At the September 5, 2023 regular meeting, the City Council directed staff to bring back a resolution at the next council meeting to allocate the Community Prosperity Initiative Grant funds for the purpose of expanding the electrical capacity further into Keizer Rapids Park (south of the Big Toy) to provide an alternate location for large scale outdoor events.

#### **II. Background**

- A. The City of Keizer has entered into an intergovernmental agreement with Marion County as part of their Community Prosperity Initiative to receive \$15,000 during Fiscal 2022-23 and 2023-24.
- B. During Fiscal Year 2022-23 the City of Keizer used \$15,000 to create a food truck pad at Keizer Rapids Park near the Keizer Rotary Amphitheater.
- C. Previous year's funding was used for small business COVID-19 relief grants.

#### **III. Current Situation**

- A. The City of Keizer needs to allocate the Fiscal Year 2023-24 Community Prosperity Initiative Grant funds in support of the goals outlined in Marion County's Economic Development Strategy.
- B. The funds must be spent by June 30, 2024.
- C. The City Council directed staff to bring back a resolution at the next council meeting to allocate the Community Prosperity Initiative Grant funds for the purpose of expanding the electrical capacity further into Keizer Rapids Park (south of the Big Toy) to provide an alternate location for large scale outdoor events.

#### **IV. Analysis**

A. **Strategic Impact** - Not Applicable

B. **Financial** - KeizerFest Power - We know that KeizerFest will need power to the new site this year. The Chamber of Commerce paid to extend it from the bathrooms two years ago. The \$15,000 would cover a significant cost of the extension of power to the new site.

C. **Timing** - The Community Prosperity Initiative grant funds need to be spent by June 30, 2024

D. **Policy/Legal** - City Council action is required to allocate the funds. Expanding electrical capacity at Keizer Rapids Park meets the requirements of the Community Prosperity Initiative Grant.

## V. **Alternatives**

A. Adopt the attached resolution.

B. Identify an alternate project to utilize the Fiscal Year 2023-24 Community Prosperity Initiative grant funds in support of the goals outlined in Marion County's Economic Development Strategy.

C. Take No Action – The funds will be remaining with Marion County.

## VI. **Recommendation**

Staff recommends that City Council adopt Resolution R2023-\_\_\_\_\_ Adopting Eligible Project to be Used by City For Funds Received from County Under Intergovernmental Agreement for Community Prosperity Initiative (2023-2024).

## **Attachments**

1. AGMT\_CC\_Marion County Community Prosperity\_9 18 2023
2. AGMT\_CC\_Marion County Community Prosperity Amnd#1\_9 18 2023
3. RES\_CC\_2023-2024 Community Prosperity Initiative Grant\_9 18 23

*“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.”*

**INTERGOVERNMENTAL AGREEMENT**  
**Between**  
**MARION COUNTY and CITY OF KEIZER**  
**For**  
**COMMUNITY PROSPERITY INITIATIVE**

**1. PARTIES TO AGREEMENT**

This Agreement between the City of Keizer, hereafter called City, and *Marion County, a political subdivision of the state of Oregon*, hereafter called County, is made pursuant to ORS 190.010 (Cooperative Agreements).

The purpose of this Agreement is to establish the terms and conditions under which the County shall provide funding for projects associated with the Community Prosperity Initiative. These services are further described in Section 4.

In consideration of the mutual obligations and benefits set forth, the parties agree as follows:

**WITNESSETH:**

- A. This Agreement is made pursuant to Marion County's Community Prosperity Initiative for projects implemented within Marion County that have economic development significance as defined in ORS 461.540 and is made possible through funding proceeds received from the Oregon Economic Development Video Lottery Grant Program.
- B. County has received an allocation from the Oregon State Treasury's Administrative Services Economic Development Fund, pursuant to the authority of ORS 461.500 et seq. The program established pursuant to ORS 461.500 et seq. and referenced in this Agreement is known as the "Community Prosperity Initiative" or "CPI."
- C. The Agreement is also subject to Marion County's CPI Funding Criteria, regulatory changes, guidelines, and other official notices or clarification that may become available from time to time.

Now, therefore, the County and City mutually covenant and agree as follows:

**2. TERM AND TERMINATION**

2.1 This Agreement shall be effective for the period of execution through June 30, 2022 unless sooner terminated or extended as provided herein.

2.2 This Agreement may be extended for an additional period of two years by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.

2.3 This Agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing, and delivered by mail or in person to the address in Section 10. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

2.4 County may terminate this Agreement effective upon delivery of written notice to City or at such later date as may be established under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- c. If any license, certificate, or insurance required by law or regulation to be held by City to provide the services required by this Agreement is for any reason denied, revoked or not renewed.
- d. If City fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
- e. If City fails to perform any of the provisions of this Agreement or fails to pursue the work as to endanger the performance of this Agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within ten (10) days or such longer period as the County may authorize.

2.5 Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

### **3. FUNDING AND BILLING**

3.1 The total amount paid under this Agreement shall not exceed \$45,000.00. Payment will be made to City according to the schedule in Section 4.

3.2 Requests for payment shall be submitted to the County annually to the attention of: Community Services Department, PO Box 14500, Salem, OR 97309 or [CSReporting@co.marion.or.us](mailto:CSReporting@co.marion.or.us).

### **4. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT**

4.1 UNDER THE TERMS OF THIS AGREEMENT, CITY SHALL:

- 4.1.1 Use funds on projects that have economic development significance as defined in ORS 461.540 and help accomplish at least one goal outlined in the Marion County Economic Development Strategic Plan ("Plan"), hereby incorporated and attached as Exhibit A.
- 4.1.2 Identify a key City representative who is familiar with local economic development issues and goals to meet in person with County Economic Development Program staff. The meeting must take place annually, within 60 days of disbursement of funds. The meeting may take up to two hours and shall include a discussion on the City's economic development goals, plans, challenges, past projects, and anything else related to economic development, past, present, or future.
- 4.1.3 Submit a report due June 30 each year, beginning June 30, 2020. The report shall be a letter explaining how funds were spent and how it relates to the Marion County Economic Development Strategic Plan.
- 4.1.4 Payments will be made to the City on the following schedule:
  - a. \$15,000 shall be paid upon signed Agreement and submission of an invoice.
  - b. \$15,000 shall be paid after July 1, 2020, upon receipt and approval of required reports for the prior fiscal year, and submission of an invoice.
  - c. \$15,000 shall be paid after July 1, 2021, upon receipt and approval of required reports for the prior fiscal year, and submission of an invoice.

The City may be asked to give a report in person to the Marion County Board of Commissioners during their weekly board session.

Reports will be submitted to Marion County Community Services: 555 Court Street NE, Ste. 3120, PO Box 14500, Salem, OR 97309 or [CSReporting@co.marion.or.us](mailto:CSReporting@co.marion.or.us).

Failure to comply with these reporting requirements may result in the suspension of funds, or a termination of the Agreement.

#### 4.2 COUNTY OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT; COUNTY SHALL:

- 4.2.1 Provide funds to the City, beginning with the execution of this Agreement, as outlined above.
- 4.2.2 Within 60 days of disbursement of funds, contact the City to schedule a meeting with County Economic Development Program staff, as outlined above.

### 5. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement. The parties agree that this Agreement shall be administered and construed under the laws of the state of Oregon.



## **6. NONDISCRIMINATION**

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this Agreement.

## **7. HOLD HARMLESS**

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

## **8. INSURANCE**

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

## **9. MERGER CLAUSE**

Parties concur and agree that this Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this Agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

## **10. NOTICES**

Any notice required to be given the City or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

**For County:**

Marion County Community Services Dept.  
Attn: Krista Ulm  
PO Box 14500  
Salem, OR 97309

**For City**

City of Keizer  
Attn: Mayor  
PO Box 21000  
Keizer, OR 97360

11. This Agreement will be reviewed annually but will remain in effect until the expiration date stated in Section 2.

IN WITNESS WHEREOF, the undersigned parties have agreed to the terms and provisions stated in this Agreement.

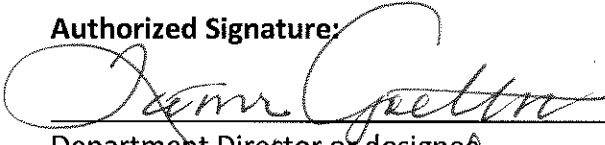
### SIGNATURES

This Agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this Agreement to be executed on the date set forth below.

#### MARION COUNTY SIGNATURE

Authorized Signature: \_\_\_\_\_

 Dec. 24, 2019  
Date

Department Director or designee

Authorized Signature: \_\_\_\_\_

Chief Administrative Officer

12/30/19  
Date

Reviewed by Signature: \_\_\_\_\_

Marion County Legal Counsel

12/27/19  
Date

Reviewed by Signature: \_\_\_\_\_

Marion County Contracts & Procurement

12/26/19  
Date

#### CITY OF KEIZER

Authorized Signature: \_\_\_\_\_

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

1-22-20

Title: \_\_\_\_\_

city manager

Approved as to form:

  
Keizer City Attorney

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## EXHIBIT A

### MARION COUNTY ECONOMIC DEVELOPMENT STRATEGY

---

#### What is the Benefit of an Economic Development Strategy?

**#1: Document a Playbook**

**#2: Identify Specific Actions and Metrics**

#### Our Values

**Partners** - Marion County will create a culture of collaboration and convene partners to foster opportunities and derive solutions that break down barriers that impede growth.

**Natural Resource Innovation** - Marion County's agricultural and forestry industries provide significant employment opportunities in both urban and rural areas. The future of these industries depends on the integration of new technologies and innovation. The county will foster collaboration within the agriculture and technology industries to build a modern and distinct economy.

**People** - Marion County's actions will have a direct impact on the health, vibrancy, and job opportunities for county residents. Access to employment is a fundamental need for residents. This access is achieved by enhancing the skills of the workforce through training, as well as physically supporting access through the provision of affordable housing and transportation options. Finally, it is important to provide opportunities to start a new business to empower residents and diversify the economic base, especially in rural areas.

**Place** - Marion County will celebrate and enhance its diverse geographic and demographic assets that offer a range of opportunities for businesses and residents in both rural and urban areas. Additionally, it will focus on creating distinct places, which is an important factor in attracting and retaining a talented workforce.

**GDP and Revenue** - At its core, local economic development efforts are about increasing the prosperity of the citizens and the ability to provide an array of public services.

#### Marion County's Role

Marion County has a unique role in that it can **bridge rural and urban communities** through the identification and implementation of goals and actions to achieve a common vision. Economic development stakeholders want and need the county to **serve as a convener** and manager of the Economic Strategy and Action Plan to ensure that multiple stakeholders are engaged and working toward the common vision. Marion County's role will include the following elements:

- Invest grant dollars in alignment with the strategic goals
- Drive and encourage innovative and collaborative solutions
- Monitor and implement the action plan
- Influence policy tied to the strategic goals
- Convene and coordinate opportunities
- Manage the land inventory

## **Goal 1: BUILD ORGANIZATIONAL CAPACITY**

Objective 1.1 Align the governance and management model with the Strategy

Objective 1.2 Collaborate among departments to remove barriers to business growth

Objective 1.3 Define the alignment of stakeholder strategies with the Strategy

## **Goal 2: STRATEGICALLY USE LAND**

Objective 2.1 Define developable land inventory

Objective 2.2 Build strategic infrastructure

## **Goal 3: CREATE BUSINESS OPPORTUNITIES**

The county will focus on small business, start-ups, and micro-enterprises in key industries:

- Forestry & Wood Products
- Agriculture, Food & Beverage Products
- Natural Resource Innovation
- Metals, Machinery & Equipment (including electrical)

Objective 3.1 Enhance existing industry clusters

Objective 3.2 Support a healthy workforce

Objective 3.3 Foster a startup ecosystem

## **Goal 4: ENHANCE NATURAL RESOURCE INNOVATION**

Objective 4.1 Encourage innovations and R&D

Objective 4.2 Define and promote market opportunities

## **Goal 5: FOSTER A GREAT PLACE**

Objective 5.1 Support and promote agri-tourism, rural downtowns, and recreation destination development

Objective 5.2 Support and promote urban places

Objective 5.3 Tell the Marion County story of place to attract a skilled workforce



AMENDMENT #1 to the  
INTERGOVERNMENTAL AGREEMENT  
between  
MARION COUNTY and CITY OF KEIZER  
For  
COMMUNITY PROSPERITY INITIATIVE

The Intergovernmental Agreement, entered into pursuant to ORS Chapter 190, as may be amended from time to time, the "Agreement," between Marion County "County", a political subdivision of the State of Oregon, and City of Keizer, "City", dated January 22, 2020.

The Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

**2. TERM AND TERMINATION**

2.1 This Agreement shall be effective for the period of execution through June 30, 2024 [2022] unless sooner terminated or extended as provided herein.

**3. FUNDING AND BILLING**

3.1 The total amount paid under this Agreement shall not exceed \$75,000.00 [45,000.00]. Payment will be made to City according to the schedule in Section 4.

**4. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT**

4.1.4 Payments will be made to the City on the following schedule:

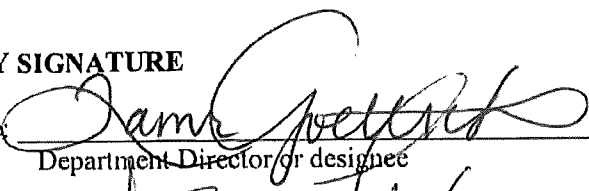
a. \$15,000 shall be paid upon signed Agreement and submission of an invoice.

b. Subsequent payments of \$15,000 shall be paid each year after July 1 [2020], upon receipt and approval of required reports for the prior fiscal year, and submission of an invoice.


[c. \$15,000 shall be paid after July 1, 2021, upon receipt and approval of required reports for the prior fiscal year, and submission of an invoice.]


Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. The Parties certify that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURE**

Authorized Signature:  Date: 11-30-21  
Department Director or designee

Authorized Signature:  Date: 12/3/21  
Chief Administrative Officer

Reviewed by Signature:  Date: 12/2/21  
Marion County Legal Counsel

Reviewed by Signature:  Date: 12/1/21  
Marion County Contracts & Procurement

**CITY OF KEIZER**

Authorized Signature:  Date: 1-19-22

Title: City Manager

Approved as to form:

  
Keizer City Attorney

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2023-\_\_\_\_\_

ADOPTING ELIGIBLE PROJECT TO BE USED BY CITY FOR FUNDS  
RECEIVED FROM COUNTY UNDER INTERGOVERNMENTAL  
AGREEMENT FOR COMMUNITY PROSPERITY INITIATIVE (2023-  
2024)

WHEREAS, Council authorized City Manager to sign the Intergovernmental  
Agreement between Marion County and City of Keizer for Community Prosperity  
Initiative at its January 21, 2020 meeting;

WHEREAS, Council authorized City Manager to sign an amendment to the  
Intergovernmental Agreement extending it for two additional years;

WHEREAS, Council has determined that there is a need to expand the electrical  
capacity further into Keizer Rapids Park (south of the Big Toy) to provide an alternate  
location for large scale outdoor events;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the \$15,000  
funding received during Fiscal Year 2023-2024 from Marion County under the  
Intergovernmental Agreement for Community Prosperity Initiative shall be used to  
expand the electrical capacity further into Keizer Rapids Park (south of the Big Toy) to  
provide an alternate location for large scale outdoor events.

BE IT FURTHER RESOLVED that the City Manager or designee shall solicit  
bids for the project in accordance with Oregon Law and Local Contracting Rules.



1 BE IT FURTHER RESOLVED that the City Manager is authorized to enter into  
2 a contract with the lowest bidder without Council action other than required budget  
3 adjustments or approvals.

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

6 PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

7  
8 SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

9  
10 \_\_\_\_\_  
11 Mayor  
12 \_\_\_\_\_  
13 City Recorder



**MINUTES**  
**KEIZER CITY COUNCIL**  
**Tuesday, September 5, 2023**  
**Robert L. Simon Council Chambers**  
**Keizer, Oregon**

<b>CALL TO ORDER</b>	Mayor Clark called the meeting to order at 7:01 p.m.																		
<b>ROLL CALL</b>	Roll call was taken as follows: <table><tr><td><b>Present:</b></td><td><b>Staff:</b></td></tr><tr><td>Cathy Clark, Mayor</td><td>Adam Brown, City Manager</td></tr><tr><td>Shaney Starr, Councilor</td><td>Tim Wood, Assistant City Manager</td></tr><tr><td>Laura Reid, Councilor</td><td>Shannon Johnson, City Attorney</td></tr><tr><td>Kyle Juran, Councilor</td><td>Shane Witham, Planning Director</td></tr><tr><td>Soraida Cross, Councilor</td><td>Bill Lawyer, Public Works Director</td></tr><tr><td>Robert Husseman, Councilor</td><td>John Teague, Police Chief</td></tr><tr><td>Daniel Kohler, Councilor</td><td>Melissa Bisset, City Recorder</td></tr><tr><td>Grayton Woodard, Youth Councilor</td><td></td></tr></table>	<b>Present:</b>	<b>Staff:</b>	Cathy Clark, Mayor	Adam Brown, City Manager	Shaney Starr, Councilor	Tim Wood, Assistant City Manager	Laura Reid, Councilor	Shannon Johnson, City Attorney	Kyle Juran, Councilor	Shane Witham, Planning Director	Soraida Cross, Councilor	Bill Lawyer, Public Works Director	Robert Husseman, Councilor	John Teague, Police Chief	Daniel Kohler, Councilor	Melissa Bisset, City Recorder	Grayton Woodard, Youth Councilor	
<b>Present:</b>	<b>Staff:</b>																		
Cathy Clark, Mayor	Adam Brown, City Manager																		
Shaney Starr, Councilor	Tim Wood, Assistant City Manager																		
Laura Reid, Councilor	Shannon Johnson, City Attorney																		
Kyle Juran, Councilor	Shane Witham, Planning Director																		
Soraida Cross, Councilor	Bill Lawyer, Public Works Director																		
Robert Husseman, Councilor	John Teague, Police Chief																		
Daniel Kohler, Councilor	Melissa Bisset, City Recorder																		
Grayton Woodard, Youth Councilor																			
<b>FLAG SALUTE</b>	Mayor Clark led the pledge of allegiance.																		
<b>SPECIAL ORDERS OF BUSINESS</b>	None.																		
<b>COMMITTEE REPORTS</b>	<p>Mayor Clark appointed Council President Starr to serve on the Keizer Emergency Management Committee and appointed Councilor Juran as the alternate.</p> <p><i>Carol Doerfler</i>, Keizer Resident, shared an update on the West Keizer Neighborhood Association (WKNA) including a nomination to fill a board vacancy and provided a copy of the August WKNA Newsletter. WKNA members participated in the KeizerFEST and Keizer School Night, and attended Trashy Tuesday. They raised 1,162 pounds of food for the Food Bank.</p>																		
<b>PUBLIC COMMENTS</b>	None.																		
<b>PUBLIC HEARINGS</b>	None.																		
<b>ADMINISTRATIVE ACTION</b>																			

**a. Alder & Brooks  
Flashing  
Pedestrian  
Beacon**

Public Works Director Bill Lawyer reviewed his Staff Report.

Councilor Reid noted that there was a plan for a crossing guard before and after school.

Discussion ensued regarding the cost of a traffic study, speeding on Alder, flashing beacons, and speed trailers. There were two flashing speed signs on Shoreline.

Councilor Starr moved that the Keizer City Council implement traffic safety measures on Alder equal to what was done on Shoreline. Councilor Reid seconded. Motion passed as follows:

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

NAYS: Husseman (1)

ABSTENTIONS: None (0)

ABSENT: None (0)

**b. Community  
Prosperity  
Initiative Grant**

Assistant City Manager Tim Wood summarized his Staff Report and fielded questions regarding costs at the Community Center for new chairs, screens, a fixed microphone on the podium, the capital outlay budget for the Community Center, additional funding for the Turf Field project and expanded electricity at Keizer Rapids Park.

Councilor Starr moved that the Keizer City Council direct Staff to bring back a Resolution to allocate the Community Prosperity Initiative Grant to expand electricity south of the Big Toy in Keizer Rapids Park. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Husseman, Cross, Kohler, Starr and Juran (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**c. Community  
Center Fee Waiver  
Request - Soaring  
Heights Recovery  
Home**

Assistant City Manager Wood summarized his Staff Report. Soaring Heights Recovery Home was planning a fundraiser and the fees were \$500, which included staff fees and a refundable deposit of \$1,150.

*Eric Rasor*, President, and *Victoria Rasor*, Executive Director, of Soaring Heights, shared the work they have been doing in the community to help recovering individuals.

Councilor Starr moved that the Keizer City Council approve a full fee waiver of \$500 to include the \$250 staffing costs and the refundable deposit of \$1,150 for Community Center Fee Waiver Request - Soaring Heights Recovery Home. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Husseman, Cross, Kohler, Starr and Juran (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**d. Ordinance -  
Regulating  
Parades, Special  
Events,  
Temporary  
Closure of Streets  
for Block Parties,  
Repeal of  
Ordinance No. 90-  
178 and  
Ordinance No.  
2000-419**

City Manager Brown summarized his Staff Report.

Discussion ensued regarding providing an estimation of overtime costs and language as well as the public engagement process.

*Rhonda Rich*, President of the West Keizer Neighborhood Association, provided a statement regarding the Miracle of Lights Events thanking the residents and organizer for their work. She commented on the Ordinance and requested that Neighborhood Associations be included in the notification process. She had questions about the response language and solicitation category.

Councilor Juran suggested that the Council hold off on adopting the Ordinance since it was not needed this year, so more time could be spent working out the details.

Councilor Starr moved that the Keizer City Council adopt Ordinance Regulating Parades, Special Events, Temporary Closure of Streets for Block Parties, Repeal of Ordinance No. 90-178 and Ordinance No. 2000-419. Councilor Reid seconded.

Mayor Clark offered an amendment to section 3, Lines 11 and 17 for contact made with residents, businesses and neighborhood associations. Council President Starr and Reid accepted the amendment.

Motion passed as follows.

AYES: Clark, Reid, Husseman, Starr (4)

NAYS: Kohler, Juran, Cross (3)

ABSTENTIONS: None (0)

ABSENT: None (0)

**e. Discussion  
regarding Letter  
Urging Congress  
to pass the  
Affordable  
Housing Credit  
Improvement Act.**

Mayor Clark shared that the letter was in support of extending the low-income housing, tax-credit program. It was a tool available and being used through the Oregon Housing and Community Services to get funding to provide more housing. Mayor Clark was asking for the support of the Council to sign the support letter.

Councilor Starr moved that Council approve the Mayor to sign the letter supporting the Affordable Housing Credit Improvement Act. Motion passed unanimously as follows:

AYES: Clark, Reid, Starr, Cross, Husseman, Kohler, and Juran (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

## CONSENT CALENDAR

Councilor Kohler requested to pull item 9.b. from the Consent Calendar.

Councilor Reid requested to pull item 9.a. from the Consent Calendar.

Mayor Clark stated that the items would be handled separately.

### a. **RESOLUTION – Granting Consent to the Artificial Turf Field Project.**

Councilor Reid stated she wanted to make sure that it was clear that it was the artificial turf at the Volcano Stadium as there was another artificial turf project going on. Discussion ensued regarding the cost, maintenance, and the lease contract.

Councilor Starr moved that the City Council adopt Resolution granting consent to the artificial turf field Project. Councilor Reid seconded.

Councilor Reid offered a friendly amendment to add the word Volcanoes to the Resolution. City Attorney Johnson suggested that it be added to the title of the Resolution. Councilor Starr and Councilor Reid accepted the amendment. Motion passed unanimously as follows:

AYES: Clark, Reid, Starr, Cross, Juran, Husseman and Kohler (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

### b. **Approval of the August 21, 2023, Regular Session Minutes.**

Councilor Kohler commented that he would be abstaining from the vote as he was not present at the City Council meeting.

Councilor Starr moved the Keizer City Council approve the Regular Session Meeting Minutes of August 21, 2023. Councilor Reid seconded. Motion passed as follows:

AYES: Clark, Reid, Husseman, Cross, Starr and Juran (6)

NAYS: None (0)

ABSTENTIONS: Kohler (1)

ABSENT: None (0)

## OTHER BUSINESS

None.

## STAFF UPDATES

City Manager Brown reported that the Navy was coming to town on September 27th and there would be special events for the community.

Assistant City Manager Wood shared that the Service Line of America is a legit company and are providing optional insurance to cover the water and sewer lines from the house to the street. The City and City Councilors are not receiving compensation, and no contact lists were sold to them.

Chief Teague reminded citizens to stop for the school buses now that school was back in session.

## COUNCIL MEMBER REPORTS

Councilor Cross attended the Community Conversation at Chemeketa Business Center, Keizer Chamber Board Meeting, Oregon State Fair, 90's Concert, and the Friends from Soaring Heights and Marion County Behavioral Health Networking event.

Councilor Starr attended the Iyo Reception with the delegation from Japan, Town Hall with Congresswoman Salinas, a summer concert at Keizer Rapids Park, and participated in ServeFest with Lakepoint Community Church.

*Colleen Busch*, Keizer Fire District Board Member, shared information about the 9/11 event that would be taking place in memory of the people who lost their lives.

Councilor Kohler noted the community dinner served 380 people, he attended the retirement party of Sergeant LeDay, a Keizer United Board Meeting, and the North East Keizer Neighborhood Association Meeting. He would be participating in the National Day of Service at Ebner Park on September 9th.

Councilor Husseman thanked Congresswoman Salinas and her staff for the Town Hall meeting, and he congratulated the students for the starting of elementary and middle school.

Councilor Reid welcomed the students and new administrators at McNary, and would be attending the upcoming Community Diversity Engagement Committee meeting.

Youth Councilor Woodard attended an event at Oregon Boys State conducted by the American Legion and shared that it was a really good experience where he learned about the government and how it works.

Mayor Clark had a great week by having a series of events with the students, teachers and the Mayor and his wife from Iyo, Japan, and she was looking forward to establishing a Sister-City relationship. She commented that Council President Starr and *Patti Tischner*, President of the Greater Gubser Neighborhood Association, were working together for the Miracle of Christmas Lights Fundraiser Event by coordinating a leadership partner team. Greater Gubser Neighborhood Association would be having a meeting on September 12th to talk about the timeline and involvement for everyone in the community. Mayor Clark highlighted the Strategic Economic Development Corporation (SEDCOR) Awards Luncheon. She attended a Council of Governments Executive Committee Meeting, toured the Chachalu Museum and Cultural Center in Grand Ronde Museum and heard about the culture and strength of the Confederated Tribe community. Mid-Willamette Valley Homeless Alliance meeting is coming up. There would be a work session the end of September on housing and homelessness, and several

agencies were invited to attend. September 28th was the Legislative Breakfast.

**AGENDA INPUT**

September 11, 2023 – 6:00 p.m. - City Council/Parks Advisory Board Joint Work Session - Parks Tour

September 18, 2023 – 7:00 p.m. - City Council Regular Session

September 25, 2023 – 6:00 p.m. - City Council Work Session - Housing Homelessness, Two-County Continuum

October 2, 2023 – 7:00 p.m. - City Council Regular Session

**ADJOURNMENT**

Mayor Clark adjourned the meeting at 8:53 p.m.

MAYOR:

APPROVED:

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

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

**COUNCIL MEMBERS**

\_\_\_\_\_  
Councilor #1 – Laura Reid

\_\_\_\_\_  
Councilor #4 – Soraida Cross

\_\_\_\_\_  
Councilor #2 – Shaney Starr

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Councilor #5 – Robert Husseman

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Councilor #3 – Kyle Juran

\_\_\_\_\_  
Councilor #6 – Daniel R. Kohler

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.”*