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AGENDA

KEIZER CITY COUNCIL

REGULAR SESSION

Monday, September 5, 2023

7:00 p.m.

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

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. FLAG SALUTE**
- 4. SPECIAL ORDERS OF BUSINESS**
- 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 HEARING**
- 8. ADMINISTRATIVE ACTION**

- a. Alder & Brooks Flashing Pedestrian Beacon
- b. Community Prosperity Initiative Grant
- c. Community Center Fee Waiver Request – Soaring Heights Recovery Home
- d. ORDINANCE – Regulating Parades, Special Events, Temporary Closure of Streets for Block Parties, Repeal of Ordinance No. 90-178 and Ordinance No. 200-419.
- e. Discussion regarding Letter Urging Congress to pass the Affordable Housing Credit Improvement Act.

- 9. CONSENT CALENDAR**

- a. RESOLUTION – Granting Consent to the Artificial Turf Field Project.
- b. Approval of August 21, 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

Monday, September 11, 2023 – 6:00 p.m.

City Council/ Parks Advisory Board Joint Work Session – City Parks Tour

September 18, 2023 – 7:00 p.m.

City Council Regular Session

September 25, 2023 – 6:00 p.m.

City Council Work Session

October 2, 2023 – 7:00 p.m.

City Council Regular Session

14. ADJOURNMENT



CITY COUNCIL MEETING: Tuesday September 5, 2023

To: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: Adam J. Brown, City Manager

FROM: Bill Lawyer, Public Works Director

SUBJECT: **INSTALLATION OF A RECTANGULAR RAPID FLASHING BEACON (RRFB) AT ALDER DRIVE NE AND BROOKS AVENUE NE**

PROPOSED MOTION:

Take no action.

I. SUMMARY:

The Traffic Safety-Bikeways-Pedestrian Committee received testimony from citizens in southeast Keizer requesting a rectangular rapid flashing beacon be installed at this intersection. The Committee approved a motion at their May 18, 2023 “recommending the City council approve a flashing pedestrian beacon on Brooks and Alder where the current crosswalk is”.

II. BACKGROUND:

- A. This topic was first discussed at the November 2022 Committee meeting. The initial request from the citizens was for a raised crosswalk.
- B. The existing crosswalk originally had a crossing guard but it no longer has one.

III. CURRENT SITUATION:

- A. Rectangular Rapid Flashing Beacons are not generally recommended for roadways that are less than 3 lanes wide.
- B. There is an existing crosswalk at this intersection for pedestrians wanting to cross Alder Drive.
- C. The existing speed limit on Alder Drive is 25 miles per hour.

- D. There are existing separated sidewalks on both sides of Alder Drive from Cherry Avenue to Verda Lane. Brooks Avenue does not have sidewalks on either side of the street.
- E. Alder Drive is classified as a collector street in the City's adopted Transportation Systems Plan.
- F. Alder Drive is 2 lanes wide.

IV. ANALYSIS:

- A. **Strategic Impact** – N/A
- B. **Financial** – The estimated cost to install an RRFB at this intersection is \$65,000 to \$80,000. This is not included in the current FY 23/24 Street Fund budget.
- C. **Timing** – There is no specific timing issue with this matter.
- D. **Policy/legal** – City Council direction for staff is required.

ALTERNATIVES:

- A. Take no action.
- B. Direct staff to perform an engineering study to determine if an RRFB is warranted.
- C. Direct staff to proceed with the design and installation of an RRFB at this location.

RECOMMENDATION:

Staff recommends that the City Council take no action.



CITY COUNCIL MEETING: SEPTEMBER 5, 2023

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: Tim Wood, Assistant City Manager

SUBJECT: **COMMUNITY PROSPERITY INITIATIVE GRANT**

PROPOSED MOTION:

Staff recommends that City Council direct staff to bring back a resolution at the next council meeting to allocate the Community Prosperity Initiative 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.

I. SUMMARY:

The City of Keizer entered into Amendment #1 to the Intergovernmental Agreement between Marion County and the City of Keizer for the Community Prosperity Initiative on January 19, 2022. The amendment provides for annual payments of \$15,000 for fiscal years 2022-23 and 2023-24 to be used for the goals identified in Exhibit A – Marion County's Economic Development Strategy included in the original intergovernmental agreement dated January 22, 2020.

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. Potential uses identified by staff include but are not limited to:
 - 1. Community Center capital improvements such as chairs. The funding would allow the Community Center to replace approximately 200-300 chairs. The majority of the chairs were purchased in 2009-10 when the Community Center was opened.
 - 2. Additional funding for the Turf Field project at Keizer Rapids Park. If the project is beyond our budget this could help fill the gap in funds needed to finish the fields.
 - 3. Expand electrical capacity further into Keizer Rapids Park (south of the Big Toy) to provide an alternate location for large scale outdoor events such as KeizerFest. The artificial turf fields will be at the current location and KeizerFest will be required to move further south which will require extension of electric service.

IV. **ANALYSIS:**

- A. **Strategic Impact** – Not Applicable
- B. **Financial** –
 - 1. The Community Center has a budget of \$50,000 for capital outlay in addition to \$214,000 available in contingency. The additional \$15,000 would augment the existing resources.
 - 2. Turf Fields – The anticipated budget for the fields is \$4 million. This could help cover a gap if costs are higher, however if they are lower we have ARPA and SDC's to cover the cost. The Community Prosperity Grant money needs to be spent prior to June 30, 2024. We could not use it for the remainder of the turf field project because fund raising still needs to happen.
 - 3. 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. All 3 proposals meet the requirements of the Community Prosperity Grant.

ALTERNATIVES:

- A. Direct staff to bring back a resolution at the next council meeting to allocate the Community Prosperity Initiative 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.
- B. Direct staff on a different use 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.

RECOMMENDATION:

Staff recommends that City Council direct staff to bring back a resolution at the next council meeting to allocate the Community Prosperity Initiative 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.

ATTACHMENTS:

- AGMT_CC_Marion County Community Prosperity_9 5 2023
- AGMT_CC_Marion County Community Prosperity Amnd#1_9 5 2023

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.

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.

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: _____

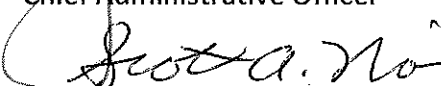
 Dec. 24, 2019
Department Director or designee Date

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



Marion County
OREGON

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.

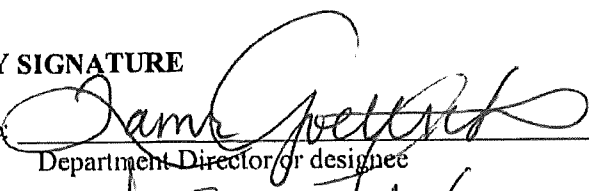
4. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

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:

 1-19-22
 Keizer City Attorney



CITY COUNCIL MEETING: SEPTEMBER 5, 2023

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: Tim Wood, Assistant City Manager

SUBJECT: **SOARING HEIGHTS RECOVERY HOMES COMMUNITY CENTER
RENTAL FEE WAIVER**

PROPOSED MOTION:

I move the City Council approve a waiver of the Community Center rental fee of \$500.00 for the Soaring Heights Recovery Homes Fundraising Event on October 20, 2023 but charge \$250.00 for applicable staffing costs and the refundable deposit of \$1,150.00.

I. SUMMARY:

Soaring Heights Recovery Homes is planning to host a fundraising dinner on October 20, 2023 from 4:00 pm until 9:00 pm at the Keizer Community Center. On August 25, 2023 the City of Keizer received a request from Soaring Heights Recovery Homes for a waiver of fees associated with the fundraising dinner.

In accordance with Resolution R2018-2932 – Keizer-based 501(c) organizations may host fundraiser activities using two Medium rooms or the Large ballroom for a base use fee of \$500.00. The fee shall include the use of the facility and amenities. The user will be responsible to pay all fees associated with required staffing which is approximately \$250.00. In addition, the user would be required to pay the refundable deposit of \$1,150.00.

II. BACKGROUND:

- A. The City of Keizer approved a Community Center Use Agreement with Soaring Heights Recovery Homes on May 10, 2023.

- B. Soaring Heights Recovery Homes is planning a fundraiser dinner on October 20, 2023.
- C. On August 25, 2023 the City of Keizer received a request to waive all fees associated with the event.
- D. Total fees include \$500.00 rental fee, \$250.00 for staffing costs and \$1,150 as a refundable deposit.
- E. City Resolution R2018-2932 states 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.

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** – This event is a significant benefit to the Keizer Community.
- B. **Financial** – The financial impact of this request is a reduction in rental income for the Community Center.
- C. **Timing** – Approval of this request will allow Soaring Heights Recovery Homes to move forward with the advertising and organization of this event.
- D. **Policy/legal** – The City Council has the sole authority to grant fee waivers for use of the Community Center. Soaring Heights Recovery Homes will be required to provide a certificate of general liability insurance for the event.

ALTERNATIVES:

- A. Approve a waiver of the Community Center rental fee of \$500.00 but charge for staffing costs and the refundable security deposit of \$1,150.00.
- B. Approve a waiver of the Community Center rental fee of \$500.00, staffing costs of \$250.00 and refundable security deposit of \$1,150.00.
- C. Deny the request for a waiver of the Community Center rental fee of \$500.00, staffing costs of \$250.00 and refundable security deposit of \$1,150.00.

RECOMMENDATION:

Staff recommends the City Council approve a waiver of the Community Center rental fee of \$500.00 however charge for staffing costs of \$250.00 and the refundable security deposit of \$1,150.00 for the Soaring Heights Recovery Homes event on October 20, 2023.

ATTACHMENTS:

- LTR_CC_Fee Waiver Request Soaring Heights_8 25 2023
- RES_CC_Resolution 2018-2932 – Adopting Use Policies and Rates for the Keizer Community Center Rooms_9 5 2023



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 25, 2023

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 October 20th, 2023. 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 make repairs to the homes we have to continue providing safe, structured, and substance free homes, and in the future open more transitional living 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 buy one more bucket of paint, 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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2018- 2932ADOPTING USE POLICIES AND RATES FOR THE
KEIZER COMMUNITY CENTER ROOMS;
REPEALING RESOLUTION R2015-2612

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

WHEREAS, the adopted policies for community use of city hall facilities has been amended several times with the last revision taking place in 2015;

WHEREAS, the City Council adopted the current use rates for the Civic Center Community Rooms pursuant to Resolution R2015-2612;

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

WHEREAS, the City Council desires to amend the Community Center Room policies;

NOW, THEREFORE,

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

Alcohol Policies: The following regulations apply to the allowance, sale or consumption of alcoholic beverages in the Keizer Community Center Rooms 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 Community Rooms 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. Caterer/server shall secure at its own expense General Liability Insurance with minimum limits of \$1,000,000.00 per occurrence and Liquor Liability Insurance with minimum limits of \$1,000,000.00 per occurrence. The insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon. The City of Keizer shall be included as additional insured in said insurance policy. The "City of Keizer" includes its officers, agents, contractors, and employees. 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' rental of the Keizer Community Center Rooms and lobby:

- a. The client shall, at its sole cost and expense, procure and maintain through the term of the rental a Comprehensive General Liability insurance policy providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from the facilities used hereunder in the amount of \$1,000,000. The Comprehensive General Liability Insurance required shall be issued by an insurance company authorized to do business in the State of Oregon. The City of Keizer shall be included as additional insured in said insurance policy. The "City of

Keizer" includes its officers, agents, contractors, and employees. Client must provide the City with the proof of the insurance and additional insured endorsement evidencing such insurance at least fourteen (14) days prior to the date of the contracted event. Failure to provide the proof of insurance and endorsement will result in cancellation of the event.

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

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the

following use rates are hereby established:

1. Base Use Rates. The following base use rates shall be charged for the Keizer Community Center Rooms:

- a. Small room (1,000 square feet) - \$25.00 per hour with a three hour minimum.
- b. Medium room (3,000 square feet) - \$100.00 per hour with a four hour minimum.
- c. Large ballroom (9,000 square feet) - \$250.00 per hour with an eight hour minimum.
- d. Keizer-based 501(c) organizations may host fundraiser activities using two Medium rooms or the Large ballroom for a base use fee of \$500.00. This fee shall include the use of the facility and amenities. The user will be responsible to pay all fees associated with required staffing. The use under this provision is limited to one (1) event per calendar year per Keizer-based 501(c) organization and is limited to a maximum of twelve (12) hours usage.
- e. Keizer residents and Keizer-based 501(c) non-profit organizations are entitled to a twenty-five percent (25%) discount on the base use rates outlined in 1(b) and 1(c) herein. (Small rooms are not discounted. Keizer residents' use is limited to personal, non-business use only, including, but not limited to birthday parties, anniversary parties, and baby showers.)
- f. Government and quasi-government entities, e.g., City of Salem, Marion County, State of Oregon, Salem-Keizer School District, Keizer Fire District, Salem-Keizer Transit District, Keizer Chamber of Commerce, League of Oregon Cities, Mid-Willamette Valley Council of Governments, are entitled to a twenty percent (20%) discount on the base use rates outlined in 1(b) and 1(c) herein. (Small rooms are not discounted.)

- g. City-hosted activities directly benefiting City operations are entitled to a fifty percent (50%) discount on the base use rates outlined in 1(b) subject to the following:
- i. Registration fees charged to participants shall total no more than the actual out-of-pocket costs of the event.
 - ii. This discount is only available for one or two medium rooms. The large ballroom and small room rates are not discounted.
 - iii. For Friday, Saturday or Sunday dates, the event may not be reserved more than six (6) months prior to the event.
 - iv. No alcohol is allowed for City hosted events. Insurance is not required.
- h. The above discounts are not transferrable.

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

- a. City Meetings. City Council/Urban Renewal Agency meetings, City/Urban Renewal Agency committee, task force, or staff meetings, trainings, recruitments or exercises.
- b. Neighborhood Associations. Recognized neighborhood associations may hold their regular meetings, up to twelve (12) meetings per year in one or two small rooms.
- c. Keizer-based Youth Sports. Keizer-based youth sports organizations may hold up to three (3) events per year using one medium room or one or two small rooms.
- d. Town Hall/Community Forums. City, Urban Renewal Agency, Salem Area Mass Transit District, Marion County, and other governmental agencies may hold town hall/community forums for the purpose of gathering public input.
- e. Keizer Library. The Keizer library may hold up to two (2) book sale events per year.
- f. City Employee/City Volunteer Training. Training and meetings for City employees or City volunteers are exempt. The trainings or meetings are limited to one or two small rooms during regular City Hall business hours. Other governmental employees or volunteers may also attend. No fee may be charged to participants other than the actual meal cost, if a meal is served.
- g. City-Hosted Educational Outreach Events. No registration fee may be charged to the participants.
- h. Outside Committees/Groups. With City Manager approval, organizations connected with the City or benefitting City residents

such as Keizer United, Claggett Creek Watershed Council, and Community Emergency Response Team may hold one meeting per month in one or two small rooms. No registration fee may be charged to the participants.

3. Other Agreements Exempt. Organizations with specific agreements for Community Room use are not subject to the above rates. The City Manager is authorized to negotiate and reduce the use rates for organizations who request repeating scheduled use for a term not exceeding two (2) years.
4. Council Approved Uses. The City Council may reduce or waive rates, deposits or other costs for certain uses if, in the Council's sole discretion, the use is a significant benefit to the Keizer community considering such factors as the City's fixed and non-fixed costs, staff resources, wear and tear on the facility, and other factors deemed appropriate by Council.
5. Additional Facility Charges. The City Manager is authorized to adopt and impose surcharges for rental rates for additional facilities, including, but not limited to stages, audio/visual equipment, computer equipment, kitchen usage and additional labor expenses. The City Manager is authorized to impose deposits, fees or additional charges as City Manager may deem appropriate in his/her discretion.
6. Use Rates Subject to Facility Agreement. The use rates set forth herein are subject to the provisions of the Facility Use Agreement as authorized by the City Manager. The City Manager is authorized to amend the use rates if in the City Manager's discretion such amended rates provide increased transient occupancy taxes, other identifiable economic benefits to the citizens of the City as a whole, or other identifiable fiscal benefits to the City of Keizer administratively.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that

Resolution R2015-2612 (Adopting Use Policies and Rates for the Keizer Community Center Rooms) is hereby repealed in its entirety except for already booked events.

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

3 PASSED this 3rd day of December, 2018.

4
5 SIGNED this 3rd day of December, 2018.

6
7 Cathy Clark
8 Mayor

9
10 Gary Dyl
11 City Recorder



CITY COUNCIL MEETING: SEPTEMBER 5, 2023

To: Mayor Clark and City Council Members

FROM: Adam Brown, City Manager

SUBJECT: **SPECIAL EVENT PERMITTING**

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.

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.

II. BACKGROUND:

- A. The special event process includes both short term and long-term events. Examples of short-term events includes 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 more than 24 hours.
- C. Staff presented a draft ordinance to the City Council on August 21, 2023 and received more feedback.

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 times otherwise traffic and commerce would be too disrupted for our local residents and businesses. Residential streets, however, do not cause community wide 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 on 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 cost uncovered would be considered for the public benefit. This is an increase from \$25.
- 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.
- 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.

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.
- B. Take No Action – The current Ordinances will remain in effect.
- C. Recommend changes to staff and to return with an updated ordinance.

RECOMMENDATION:

Staff recommends that council allow for public comment on the fee and unless there are objections or questions, 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.

Special Event Permitting

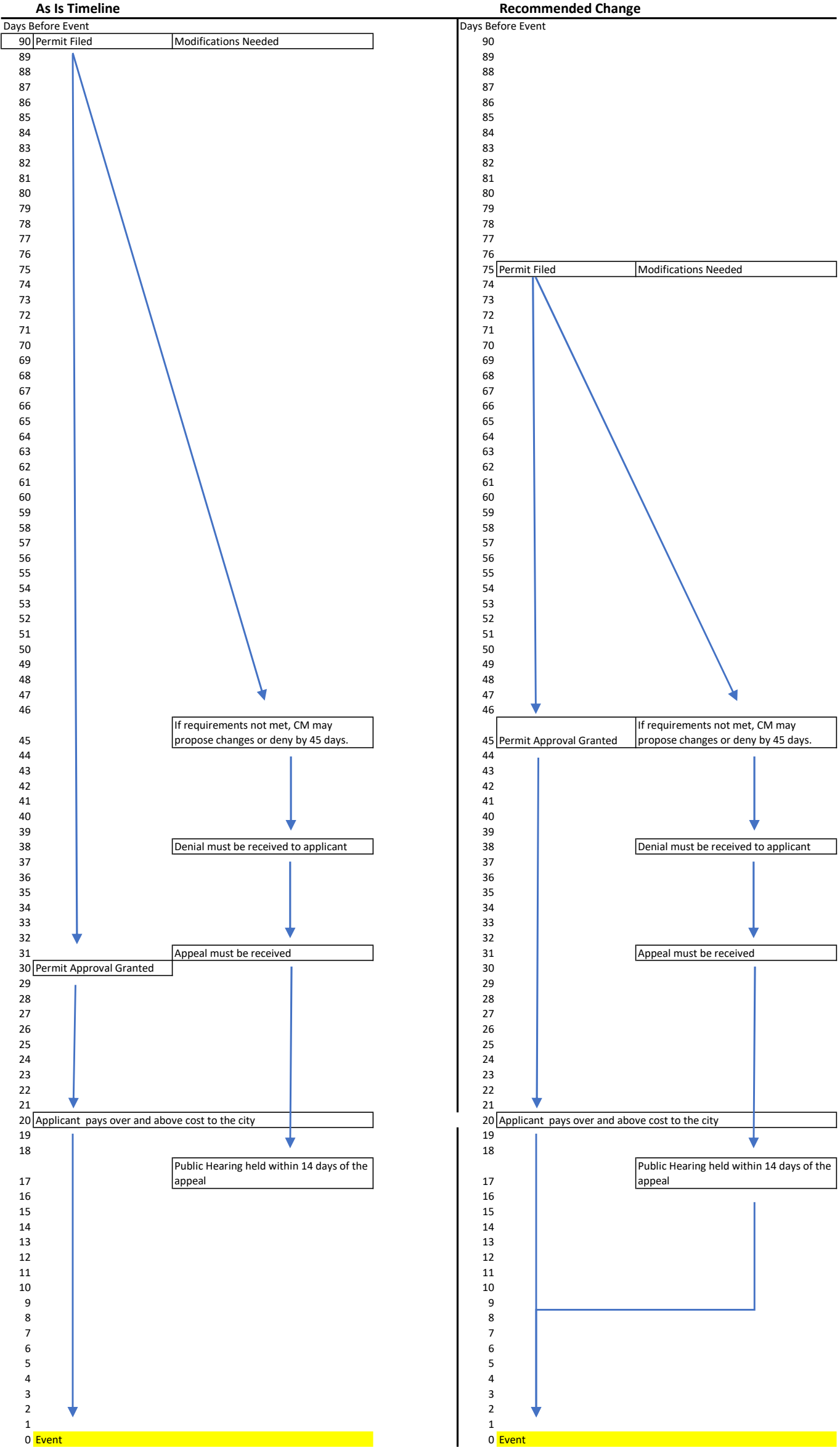
September 5, 2023

Attachments:

- Special Event Permit Timeline & Flowchart
- Draft 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



Special Event Permit Timeline & Flowchart



Recommended Change

Days Before Event

90

89

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Event

Permit Filed

Modifications Needed

Permit Approval Granted

Applicant pays over and above cost to the city

If requirements not met, CM may propose changes or deny by 45 days.

Denial must be received to applicant

Appeal must be received

Public Hearing held within 14 days of the appeal

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A BILL
FOR

ORDINANCE NO.
2023-_____

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

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

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

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

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

Section 4. PERMIT APPLICATION. Written application for each permit shall be made to the City Manager upon a form provided by the City no less than 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.

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

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

- (1) Propose an alternate route/location for the parade, special event or block party; or
- (2) Propose an alternate date; or
- (3) Deny the permit in its entirety.

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

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

Section 11. REVOCATION OF PERMIT. The City Manager or Chief of Police may revoke a permit at any time by reason of emergency, disaster, calamity, disorder, riot, extreme traffic conditions, violation of any permit conditions, undue burden on public service, or if circumstances reasonably show that the parade, special 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 entireties.

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

Brown, Adam

From: Cathy Clark
Sent: Tuesday, August 29, 2023 10:50 PM
To: Keizer City Councilors
Subject: Fw: Mayors Needed to Sign Letter Urging Congress to pass the Affordable Housing Credit Improvement Act

Good evening all,

I would like two Councilors to concur with me to put this on the agenda for September 5th, to approve my signing this letter. If needs be, I will walk it on under Other Business but I wanted to give you all time to read through the links as well as give the public easy access to the information as well.

It has a Keizer nexus in that housing production is a local as well as statewide need.

thanks,

Cathy

Cathy Clark, Mayor
 City of Keizer
 clarkc@keizer.org
 503-856-3403

All emails sent and received through this email address are public records.

From: Meghyn Fahndrich <mfahndrich@orcities.org>
Sent: Monday, August 28, 2023 1:26 PM
Cc: Ariel Nelson
Subject: Mayors Needed to Sign Letter Urging Congress to pass the Affordable Housing Credit Improvement Act

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**.**

Dear Mayors,

I'm emailing to make sure you saw this week's [bulletin article](#) about an opportunity to support federal legislation to expand affordable housing resources in Oregon. Oregon has reached its federally designated state cap on federal private activity bonds, which means many affordable housing developments don't have access to the Low-Income Housing Tax Credit (LIHTC) program, one of the main tools for affordable housing development. The Affordable Housing Credit Improvement Act (AHCIA) would unlock the possibility for more affordable homes across Oregon by addressing the bond financing cap and increasing overall access to LIHTCs.

Oregon is stepping up to fund affordable housing, and we need Washington, D.C. to do the same. The National League of Cities has joined the [ACTION Campaign](#), a coalition of more than 2,500 national, state, and local organizations and businesses, in an [effort to increase access to housing](#). Mayors and county chairs are encouraged to sign on to a [letter urging Congress to pass the AHCIA](#), a bipartisan tax bill introduced this Congress with more than one-third of Congress currently signed on.

Please join the effort to expand affordable housing resources by [signing on to the letter](#) before September 7.

[Link to Sign the Letter](#)

[Full Text of the Letter](#)

[Additional Details on How to Support the AHCIA](#)

Contact: Ariel Nelson, Lobbyist – anelson@orcities.org



Meghyn Fahndrich, *Legal Assistant*

cell: 971-428-7985

1201 Court St. NE, Suite 200, Salem, OR 97301-4194

www.orcities.org



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CITY COUNCIL MEETING: SEPTEMBER 5, 2023

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: E. Shannon Johnson, City Attorney

SUBJECT: **VOLCANOES STADIUM MAJOR MODIFICATION CONSENT REQUEST**

PROPOSED MOTION:

I move the City Council adopt Resolution R2023-____ Granting Consent to the Artificial Turf Field Project.

I. SUMMARY:

The Ground Lease with Salem-Keizer Sports Enterprise LLC (Volcanoes) requires the City's consent for any improvements that are considered "Major Modifications." The team is planning on replacing the natural grass turf with artificial turf and is requesting consent from the City as the Lessor.

II. BACKGROUND:

- A. The Volcanoes entered into a Ground Lease with the City in 1997. The lease was amended in 2015.
- B. Section 11 of the lease provides that the City must consent to any "Major Modifications" to the stadium. Major Modifications include any project that costs \$100,000 or more. The lease provides that the City cannot unreasonably withhold consent.

III. CURRENT SITUATION:

- A. The Volcanoes are planning on replacing the natural grass turf with artificial turf. The total cost of the project is estimated to be \$2.2 million for the turf, excavation and installation.
- B. The project will be 100% funded by the Volcanoes and the Community Sports Development Alliance. The Volcanoes represented that there is no debt component

- to the project.
- C. Because the cost is \$100,000 or more, the City must provide consent.
 - D. There is no expense to the City for this project.

IV. **ANALYSIS:**

- A. **Strategic Impact** – None.
- B. **Financial** – The improvements could result in greater use of the complex which would increase the revenues received by the City.
- C. **Timing** – The Volcanoes plan on completion of the project in October/November 2023, so consent by the City in the near term is necessary.
- D. **Policy/legal** – The lease provides that the City cannot unreasonably withhold consent to the Major Modification.

V. **ALTERNATIVES:**

- A. Adopt the attached Resolution granting consent to the artificial turf project.
- B. Ask staff to further investigate the matter prior to granting consent.
- C. Deny consent.

VI. **RECOMMENDATION:**

Because there is no cost to City and the project will result in improvements to the stadium, staff recommends adopting the attached Resolution granting consent to the artificial turf field project.

ATTACHMENTS:

- RES_CC_Res R2023- Granting Consent to the Artificial Turf Field Project_9 5 2023

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2023-_____

GRANTING CONSENT TO THE ARTIFICIAL TURF FIELD PROJECT

WHEREAS, Salem-Keizer Sports Enterprise LLC and the City entered into a
Ground Lease in 1997;

WHEREAS, the lease was amended in 2015;

WHEREAS, Section 11 of the lease provides that the City must consent to any
Major Modifications to the stadium;

WHEREAS, Salem-Keizer Sports Enterprise LLC are planning on replacing the
natural grass turf with artificial turf;

WHEREAS, the total cost of the project is estimated to be \$2.2 million for the
turf, excavation and installation;

WHEREAS, the project will be funded by the Volcanoes and the Community
Sports Development Alliance. There will be no City funds involved;

WHEREAS, the City desires to grant consent to the artificial turf field project;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City
Council grants consent to the Major Modification for the artificial turf field project.

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

3 PASSED this _____ day of _____, 2023.

4

5 SIGNED this _____ day of _____, 2023.

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10

11

Mayor

City Recorder



MINUTES KEIZER CITY COUNCIL

Monday, August 21, 2023
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, Councilor
Kyle Juran, Councilor
Soraida Cross, Councilor
Robert Husseman, Councilor
Laura Reid, Councilor

Staff:

Adam Brown, City Manager
Tim Wood, Assistant City Manager
Shannon Johnson, City Attorney
Shane Witham, Planning Director
Bill Lawyer, Public Works Director
John Teague, Police Chief
Melissa Bisset, City Recorder

Absent:

Daniel Kohler, Councilor

FLAG SALUTE Mayor Clark led the pledge of allegiance.

**SPECIAL ORDERS
OF BUSINESS** None.

**COMMITTEE
REPORTS** *Lisa Cejka*, Keizer, representing the Parks Advisory Board provided an update. The September 12 Parks Advisory Board meeting was canceled since there would be a joint meeting scheduled to tour parks with the City Council on September 11. Ms. Cejka noted that the person responsible for the graffiti had been caught. Ms. Cejka drew attention to the small warming fires in Keizer Rapids Park and reminded the community that burning was not allowed in parks. There was discussion about cameras and when they would be in place.

PUBLIC COMMENTS *Carol Doerfler*, Keizer, asked about Verda Lane and for a status update regarding safety. She shared concerns over the speed limit as well as crossing safely. Discussion ensued regarding the safest route to the school due to construction in the area. Ms. Doerfler thanked Public Works Director Bill Lawyer, the Council and staff for the speed table that was being installed

on Cummings Lane.

PUBLIC HEARINGS

None.

ADMINISTRATIVE ACTION

- a. **RESOLUTION** - City Manager Adam Brown summarized his staff report and provided a presentation. Mr. Brown fielded questions regarding emergency management partners and the roles of members of the Keizer Emergency Planning Committee.
- Establishing the Keizer Emergency Planning Committee;**
- Repealing** Councilor Starr moved to adopt Resolution Establishing the Keizer
- Resolution R2009-1987.** Emergency Planning Committee; Repealing Resolution R2009-1987.
- Councilor Reid seconded.

Mayor Clark offered a friendly amendment to Appendix A, Item 12 to insert the word "Salem" to clarify that the City Manager under that line item is the Salem City Manager. Councilors Starr and Reid accepted the amendment.

Mayor Clark offered a friendly amendment to Item 6 to allow for a voting alternate. Councilors Starr and Reid accepted the amendment.

Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Kohler (1)

- b. **ORDINANCE** - City Manager Adam Brown summarized his staff report.
- Regulating**
- Parades, Special** Discussion ensued regarding amendments to the Ordinance including: defining terms, notifications, outreach, ongoing communication, violations, fees, overtime fees and costs, timelines, insurance requirements, time, manner and place of event and consideration of traffic.
- Events, and**
- Temporary** *Patti Tischer*, Greater Gubser Neighborhood Association President, had questions regarding timeframes, signs, the process, and expressed concerns about the responsibility of the outreach not being on the neighborhood association.
- Closure of Streets for Block Parties;**
- Repeal of** There was discussion regarding traffic during the Miracle of Lights Event.
- Ordinance No. 90-178 and** City Attorney Johnson explained that the City Manager would have the right to waive the timeframe as part of a collaborative process.
- Ordinance No. 2000-419.** The draft ordinance would be revised and brought back for consideration.
- The Mayor called for a recess at 9:19 p.m.

c. Operating Businesses in Parks and Other Public Spaces

Mayor Clark called the meeting back to order at 9:28 p.m.

Councilor Juran declared a potential or perceived conflict of interest. The nature of the conflict was that he had a relative who could have a pecuniary interest in the outcome of the matter. Since it was something that could potentially benefit a larger group, he would participate in the discussion and vote.

Mr. Johnson reviewed the options provided in the staff report. Discussion ensued regarding requirements to include in an Ordinance including the business being insured, licenses, a permit process. There was consensus by the Council to have staff draft a limited scope and rules Ordinance for food and drink businesses in public places.

CONSENT CALENDAR

Councilor Reid pulled Item c.

a. RESOLUTION – Authorizing the City Manager to enter into a contract with Newman Paving and Curbing Inc. for paving work at various locations.

Councilor Starr moved to adopt Consent Calendar items a, b, and d. Councilor Reid seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Kohler (1)

Councilor Reid stated she would not vote on the minutes as she was not present at the meeting.

Mayor Clark requested to make corrections to the August 7, 2023 minutes to change "Claggett Creek Street" to "Claggett Street" on page two and changing "federal" to "state" funds on line three of page six.

Councilor Starr moved for approval of the Consent Calendar item c with the corrections as noted. Councilor Husseman seconded. Motion passed unanimously as follows:

AYES: Clark, Husseman, Cross, Starr and Juran (5)

NAYS: None (0)

ABSTENTIONS: Reid (1)

ABSENT: Kohler (1)

b. RESOLUTION – Authorizing the City Manager sign amendment to Cooperation Agreement for Community Development Block Grant Funds.

**c. Approval of the
August 7, 2023
Regular Session
Minutes.**

**d. Approval of the
August 14, 2023
City Council Work
Session Minutes.**

OTHER BUSINESS

Mayor Clark enjoyed the exchange students, the Mayor and his wife from City of Iyo, Japan. The visit was to generate opportunities to engage in economic and cultural activities with the students and between the two cities. The Council agreed to bring a proposal forward for a sister-city relationship with Japan. Mayor Clark expressed appreciation for the Walkers and Mavericks independently for welcoming and the dedication of students and distinguished guests.

STAFF UPDATES

Assistant City Manager Wood shared that the City had received the Government Finance Officer Association Award for the annual financial report for the 24th consecutive year.

Chief Teague shared that Blast Camp was a blast regardless of the heat and expressed appreciation of all the volunteers and Lieutenant Copeland who spearheaded the event.

Mayor Clark announced that Sergeant LeDay was retiring and expressed gratitude for his extraordinary service in the community.

**COUNCIL MEMBER
REPORTS**

Councilor Cross attended Latino Business Alliance, YMCA Veterans Housing ribbon cutting, KeizerFEST, Willamette Valley Greeters, the annual Boys and Girls Club Brewfest at the Convention Center, and judged the parade floats.

Councilor Juran attended KeizerFEST. He reminded everyone of the last Summer Concert in the Park and ServeFest.

Councilor Starr attended the Keizer Community Library Board meeting and would be supporting them in a board training. She attended the Marion County Public Safety Coordinating Council meeting, KeizerFEST, and judged the parade floats. Councilor Starr spent time with an individual in Keizer at a lemonade stand raising money to buy school supplies for children in foster care. She reminded everyone about the Keizer Community Dinner, and the Civic Center space would be hosting US Representative Andrea Salinas.

Councilor Husseman thanked the Oregon Department of Transportation

(ODOT) representatives and a few anonymous crew members for their work on the pavement on the MLK Parkway path. Councilor Husseman congratulated the incoming sixth graders.

Councilor Reid attended the Keizer Heritage Foundation Board meeting and noted the museum needed volunteers. She gave the Japanese students a tour of the Cultural Center, and she judged the Mayor's pet parade. Councilor Reid shared McNary was welcoming a new principal and sports had started the previous week at McNary. She thanked Erik Jespersen for being wonderful for all the years. Keizer Homegrown Theatre would be sponsoring an opera.

Mayor Clark wished student athletes a positive and healthy season. Mayor Clark attended the Mayor's Conference and expressed appreciation for the generous donations that Councilor Cross obtained to raise funds for scholarships that will allow mayors from smaller cities to attend the conference. The August edition of Coffee with Cathy was on Keizer 23 and the Mayor's Facebook page. Trashy Tuesday was the following night which had been a great outreach to keep waterways clean. She noted that the State Fair would open Friday and advised the community to watch for traffic heading to the State Fairgrounds.

AGENDA INPUT

September 5, 2023 (Tuesday) – 7:00 p.m. - City Council Regular Session

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

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

Mayor Clark requested the Council have a second work session the 4th Monday in September on the work of housing homelessness on the two-county continuum. She would invite service providers, code enforcement and a police representative. There would probably be a work session in October for the Strategic Plan and Personnel Policies were penciled in for October.

ADJOURNMENT

Mayor Clark adjourned the meeting at 10:37 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

Councilor #5 – Robert Husseman

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.”