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AGENDA

KEIZER CITY COUNCIL

REGULAR SESSION

Monday, November 4, 2024

7:00 PM

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

1. CALL TO ORDER

2. ROLL CALL

3. FLAG SALUTE

4. SPECIAL ORDERS OF BUSINESS

- a. Volunteer of the Quarter Award - Ken Gierloff**
- b. Swearing in of Police Officers Zach Powell and Mason Ross**
- c. PROCLAMATION - Ruby Bridges Walk to School Day**

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

- a. RESOLUTION - Forming Bohlander Meadows Street Lighting Local Improvement District**

ORDINANCE - Spreading Assessments to Bohlander Meadows Street Lighting Local Improvement District
- b. ORDINANCE - Declaring a Lien Against Property Located at 981 Cater Court North, Keizer, Oregon and Directing the City Recorder to Enter Such Lien in the Minor Lien Docket Pursuant to Ordinance No. 2009-590 (Providing for the Control and Removal of Noxious Vegetation); Declaring an Emergency**

8. ADMINISTRATIVE ACTION

- a. **Renewal Consideration of Solid Waste Hauler Contracts**
- b. **Event Center Use Fee Waiver - Greater North East Keizer Neighborhood Association (GNEKNA) - Safety Empowerment Awareness Event**
- c. **RESOLUTION - Authorizing the Public Works Director to Apply for Funding for the Wheatland Road Multi Modal Corridor Project - Phase I From Salem-Keizer Area Transportation System (SKATS)**
- d. **RESOLUTION - Repealing Resolution R2017-2809 (Affirming Intent of the City Council of the City of Keizer Regarding Replacement Funding for Economic Development)**
- e. **RESOLUTION - Affirming Intent of the City Council of the City of Keizer Regarding Replacement Funding for PERS Unfunded Accrued Liability**

9. CONSENT CALENDAR

- a. **Approval of October 21, 2024 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

*Tuesday, November 12, 2024 - 6:00 p.m.
Long Range Planning Task Force Meeting*

*Monday, November 18, 2024 - 7:00 p.m.
City Council Regular Session*

*December 2, 2024 - 5:30 p.m. & 7:00 p.m.
City Council Special Session & Regular Session*

*December 5, 2024 - 6:00 p.m.
City Council Joint Work Session with the Volunteer Coordinating Committee & the Community Diversity Engagement Committee*

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."



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: Volunteer of the Quarter Award

Proposed Motion

No motion necessary.

I. Summary

The Volunteer Coordinating Committee met on October 10, 2024, to review nominations for the Volunteer of the Quarter Award.

II. Background

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

III. Current Situation

- A. Ken Gierloff was selected by the VCC as the winner of the Volunteer of the Quarter award. Our thanks and congratulations to Mr. Gierloff for his contributions to our community.

IV. Analysis

- A. **Strategic Impact** - NA
- B. **Financial** - NA
- C. **Timing** - NA
- D. **Policy/Legal** - NA

V. Alternatives

A. NA

VI. Recommendation

Staff recommends the Mayor present the Volunteer of the Quarter award to Ken Gierloff.

Attachments

1. Nomination for Ken Gierloff - by Mary Ann and Hersch Sangster - REDACTED
2. Nomination for Ken Gierloff - by John Teague - REDACTED
3. Nomination for Ken Gierloff - by Don Davis - REDACTED
4. Nomination for Ken Gierloff - by Colleen Busch - REDACTED
5. Nomination for Ken Gierloff - by Mayor Clark - REDACTED

“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.”

Wilson, Dawn

From: no-reply@services.evo.cloud
Sent: Wednesday, September 11, 2024 7:48 AM
To: Wilson, Dawn
Subject: Volunteer of the Quarter Nomination - New Form Submission for Keizer, Oregon

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.

A new submission has been received for Volunteer of the Quarter Nomination at 09/11/2024 7:48 AM

Name of Nominee: Ken Geirloff
Address of Nominee: Keizer SEKNA
Nominee Phone Number or Contact Information: [REDACTED]

***Please provide a brief description, including the dates or time period, of the nominee's contributions and the reason why you are nominating for this award::**

Ken was one of the original members of the Southeast Neighborhood Association when the NA were first started in the mid 1990's. He helped establish the working of Keizer Neighborhood Associations and created a funding source for them. Then in 2011 was instrumental in in restarting the SEKNA, securing funding through the City. Ken has been a wonderful advisor to the other Neighborhood Associations in their start up efforts He established a great working and supportive relationship with the two schools in his NA

File Upload (ONE ONLY): No File Uploaded

Please explain the impacts these contributions have had on the city of Keizer or the Keizer community:: He has helped develop a stronger voice for all Keizer residents with the City. He has been a problem-solver and a great historian on issues that have come up in all of Keizer's Neighborhood Associations.

Your Name: Hersch & Mary Ann Sangster
Your Address: [REDACTED] Keizer, OR 97303
Your contact information (email or phone): [REDACTED]



Wilson, Dawn

From: Colleen Busch [REDACTED]
Sent: Friday, September 20, 2024 10:20 AM
To: Wilson, Dawn
Cc: [REDACTED]
Subject: Fw: Ken Gierloff

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.

Dawn,
Here is a letter from John Teague regarding Ken!
Colleen

— Forwarded Message —

From: [REDACTED]
To: [REDACTED]
Sent: Friday, September 20, 2024 at 09:21:45 AM PDT
Subject: Ken Gierloff

Hi, Colleen.

I printed off what's below to bring to you at today's meeting but just remembered that I was going to email it to you, so here it is by email, too.

John

I worked with Ken Gierloff for three decades, starting with the police department's push for community policing in the mid-1990's. When southeast Keizer was rife with crime, Ken was the district's loudest and most persistent voice for attention and improvement. Many times Ken and I sat around his coffee table while figuring out what to do, and often I just listened to what he was going to do, because his influence wasn't limited to the police department. Ken was the persistent voice in favor of urban renewal along Cherry and along Plymouth, for the development of Ben Miller Family Park, for traffic safety on Alder Drive, and he's the reason the SE Keizer Neighborhood Association continues today.

Ken Gierloff is a guy who sees things through. I have always been thankful to call him my friend, and I'll be thankful to see him honored for his 30 years of interest and effort to make Keizer better.

—John Teague

Wilson, Dawn

From: no-reply@services.evo.cloud
Sent: Wednesday, September 11, 2024 11:34 AM
To: Wilson, Dawn
Subject: Volunteer of the Quarter Nomination - New Form Submission for Keizer, Oregon

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.

A new submission has been received for Volunteer of the Quarter Nomination at 09/11/2024 11:34 AM

Name of Nominee: Ken Gierloff

Address of Nominee:

Nominee Phone Number or Contact Information:

***Please provide a brief description, including the dates or time period, of the nominee's contributions and the reason why you are nominating for this award::**

Ken has a rich history of volunteer work in Keizer. Has served for 10+ years as President of the Southeast Keizer neighborhood Association. Was an integral part in getting Ben Miller park built, Sam Orcutt way put in. Ken spearheaded the Community dinner night held at the Mennonite church on Candlewood back in the 90's and is still going today. Ken's tireless effort to keep our neighborhood safe and clean is well documented as he has reported to the various committees these past several years. Most recently the flashing traffic lights that were installed in May of 2024 on Alder St. were the byproduct of Ken's relentless pursuit of a much needed solution for the speeding problems on this street. I can't think of anyone more deserving of this award for his selfless service that has spanned decades.

File Upload (ONE ONLY):

No File Uploaded

Please explain the impacts these contributions have had on the city of Keizer or the Keizer community::

Ben Miller Park is the only park in our neighborhood and is well used and a great gathering place for are youth, being closely located to Weddle Elementary and Claggett Creek Middle school. I live on the corner of Brooks and Alder and have personally witnessed a difference the traffic on Alder and the more motorists have slowed down and are more aware of their speed.

Your Name:

Don Davis

Your Address:

██████████ Keizer, OR

Your contact information (email or phone):

████████████████████



Wilson, Dawn

From: no-reply@services.evo.cloud
Sent: Sunday, September 8, 2024 10:20 PM
To: Wilson, Dawn
Subject: Volunteer of the Quarter Nomination - New Form Submission for Keizer, Oregon

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.

A new submission has been received for Volunteer of the Quarter Nomination at 09/08/2024 10:19 PM

Name of Nominee: Ken Geirloff

Address of Nominee: [REDACTED]

Nominee Phone Number or Contact Information: [REDACTED]

***Please provide a brief description, including the dates or time period, of the nominee's contributions and the reason why you are nominating for this award::**

I would like to nominate Ken Gierloff for a Lifetime of Service to Keizer Award. He lives in the South East Keizer Neighborhood area and has been extremely instrumental in keeping our neighborhood safe and livable. He helped establish the first Neighborhood Watch and the first Neighborhood Association. This culminated in great collaboration in the building of Weddle Elementary, Claggett Creek Middle School and the wetlands area and Ben Miller Memorial Park. He worked with the Keizer Police in many ways and supported the SE Keizer Community Center for years. When I was on the Cherriots Board of Directors (2015-2021), I found out that SEKNA had not been meeting for a while and was told to contact Ken to see about getting it up and running again. The first meeting was in the SEKCC, with Hersch Sangster as one of the members.

File Upload (ONE ONLY):

No File Uploaded

Please explain the impacts these contributions have had on the city of Keizer or the Keizer community::

The New SEKNA group was small and has always been small, but many accomplishments have been made. Discussions about KeizerFEST and powering through COVID occupied many meetings. Discussions about nuisance properties, collaborating with Weddle PTC activities, donating school supplies and National Night Out activities, etc. The speed issue on Alder seems to be finally addressed! Cooperation with other NA's in holding election debates, Community Cafes, having booths at KeizerFEST, getting regular Budget monies from the City were all spurred on by Ken's constant, dogged communication skills. And his constant commitment to the City of Keizer where he loves to live!!!

Your Name:

Colleen Busch

Your Address:

[REDACTED] Keizer, Or 97303

Your contact information (email or phone):

[REDACTED]



Wilson, Dawn

From: no-reply@services.evo.cloud
Sent: Friday, September 6, 2024 11:50 AM
To: Wilson, Dawn
Subject: Volunteer of the Quarter Nomination - New Form Submission for Keizer, Oregon

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.

A new submission has been received for Volunteer of the Quarter Nomination at 09/06/2024 11:50 AM

Name of Nominee: Ken Gierloff
Address of Nominee: Keizer OR

Nominee Phone Number or Contact Information:

***Please provide a brief description, including the dates or time period, of the nominee's contributions and the reason why you are nominating for this award::**

Ken Gierloff has led neighborhood association and community efforts in South East Keizer for decades. He has strongly advocated for countless projects, programs and community involvement in this neighborhood, one of the oldest parts of Keizer that pre-dates city incorporation. I strongly recommend Ken be recognized as volunteer of the quarter to celebrate his years of commitment and service.

File Upload (ONE ONLY):

No File Uploaded

Please explain the impacts these contributions have had on the city of Keizer or the Keizer community::

Southeast Keizer has benefitted from a champion for that neighborhood to have a voice in city decisions and bring projects to Ben Miller Family Park, safety projects along their roadways, and collaboration with the SE Keizer Community Center.

Your Name:

Cathy Clark

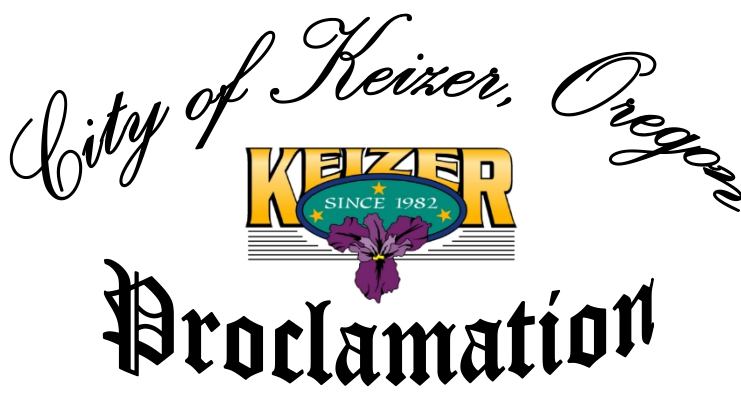
Your Address:

Keizer OR 97303

Your contact information (email or phone):

clarkc@keizerOR.gov





WHEREAS, Ruby Bridges is an icon of the American civil rights movement, who, in 1960 at six years of age, became the youngest member of the African-American community to integrate public schools in the American south; and

WHEREAS, segregation continued to exist throughout the United States despite the 1954 ruling in Brown v. Board of Education that barred any state laws allowing racial segregation in public schools; and

WHEREAS, Ruby Bridges was the lone student of her group of African-American students to integrate William Frantz Elementary School in the City of New Orleans on November 14, 1960, being escorted by four federal agents while bravely walking into school amongst protestors full of hatred and anger; and

WHEREAS, The Ruby Bridges Foundation states, "Ruby believes the most important thing is uniting students. That is why this walk to school day is so important. It is a call to action. This day will be a day of dialogue encouraging students to participate in discussions about racism, bullying and youth activism on this day and throughout the school year. What better way to honor Ruby's legacy." and

WHEREAS, the Salem-Keizer Safe Routes to School program encourages children to walk and roll to school to develop life-long skills and independence in their community; and

WHEREAS, Salem-Keizer Safe Routes to School partners with the Salem-Keizer School District and Salem-Keizer NAACP for Ruby Bridges Walk to School Day events and activities; and

WHEREAS, Clear Lake Elementary, Cummings Elementary, Forest Ridge Elementary, Keizer Elementary and Weddle Elementary Schools in Keizer will participate in the third annual Ruby Bridges Walk to School Day.

NOW, THEREFORE, I, Cathy Clark, Mayor of the City of Keizer, together with the Keizer City Council assembled in regular session, do hereby proclaim November 14, 2024 as

RUBY BRIDGES WALK TO SCHOOL DAY

And encourage students and community members to walk to school in honor of the courage of Ruby Bridges and take action to end racism and bullying in their schools and neighborhoods.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer to be herein affixed this 4th day of November, 2024.

MAYOR CATHY CLARK
City of Keizer, Oregon



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: Public Hearing - Forming and Spreading Assessments to Bohlander Street
Lighting Local Improvement District

Proposed Motion

I move to adopt Resolution R2024-____ Forming the Bohlander Meadows Street Lighting Local Improvement District.

I move to adopt Ordinance No. 2024-____ Spreading Assessments to Bohlander Meadows Street Lighting Local Improvement District.

I. Summary

On October 7, 2024, the City Council approved the City Engineer's report and set a public hearing to consider remonstrances to the project and objections to the proposed assessments. Notice of the public hearing stating the intention to form the district and to assess for the lighting improvements was mailed to the property owner as required under City of Keizer Ordinance 94-278. This Council action was taken in response to a petition from the developer requesting the formation of the lighting district in this area.

II. Background

- A. A petition was filed on August 7, 2024, by Trademark Enterprises LLC to form a Local Improvement District for street lights. The petition contains the number of required signatures of the property owner as outlined by City of Keizer Ordinance 94-278.
- B. On September 3, 2024, the City Council adopted Resolution R2024-3502 and found it necessary and convenient to form a lighting district and to finance the district in whole or in part by special assessment and declaring its intent to form the district. The Council further directed the City Engineer to make a survey of the district and file a written report with the City Recorder on or before September 25, 2024.
- C. On October 7, 2024, the City Council approved the City Engineer's report and set a public hearing to consider remonstrances to the project and objections to the proposed assessments. Notice of the public hearing stating the intention to form the

district and to assess for the lighting improvements was mailed to the property owner as required under City of Keizer Ordinance 94-278.

III. **Current Situation**

- A. At this time, a public hearing should be held to first consider oral objections and written remonstrances to the formation of Bohlander Meadows Street Lighting Local Improvement District.

IV. **Analysis**

- A. **Strategic Impact** - The City Council adopted procedures to form new street lighting districts in 1987 in an effort to work toward the Council's goal of street lighting citywide.
- B. **Financial** - The costs for establishing the district in the first year include a fee for the engineer's report and the administrative fee to cover the costs for advertising and the staff time in establishing the district. The City receives reimbursement from the property owners for these costs and the actual electricity used through assessments placed on the tax rolls. All activity is budgeted through the Street Lighting District Fund.
- C. **Timing** - A public hearing was noticed in the Keizertimes and mailed to the property owner. At this time a public public hearing should be held.
- D. **Policy/Legal** - The City Council adopted Ordinance No. 94-278 related to Municipal Lighting Districts and Special Assessments.

V. **Alternatives**

- A. If, during the public hearing, remonstrances are not received, then close the public hearing and consider adoption of the Resolution forming the lighting district. If the Council forms the district, consider the adoption of the proposed assessment ordinance.
- B. If, during the public hearing, valid remonstrances of the owners of two-thirds of the land to be specifically assessed for the lighted district are presented to the Council, then close the hearing, and suspend the formation of the district for six months.

VI. **Recommendation**

Staff recommends a public hearing be open to first consider oral objections and written remonstrances to the formation of Bohlander Meadows Street Lighting Local Improvement District. If valid remonstrances of the owners of two-thirds of the land to be specifically assessed for the lighted district are presented to the Council at the public hearing, close the hearing, and suspend the formation of the district for six months. If remonstrances are not received, close the public hearing and consider adoption of the

Resolution forming the lighting district. If the Council forms the district, consider the adoption of the proposed assessment ordinance.

Attachments

1. ORD_94-278_1994-03-21_11 04 24
2. DOC_Petition to Form LID Street Lighting_11 04 24
3. Doc_Warranty Deed_CC_11 04 24
4. MAP_Street Lighting Plan - Bohlander Meadows_11 04 24
5. MAP_LID_11 04 24
6. RES_R2024-3502_2024-09-03_10 07 24
7. REP_Survey and Report from Engineer_11-04 24
8. RES_CC_Forming Bohlander Meadows Street Light District_11 4 2024
9. ORD_CC_Spreading Assessments to Bohlander Meadows Street Lighting District_11 4 2024

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

1 BILL NO. 260

A BILL FOR

ORDINANCE NO.

94- 278

2
3 AN ORDINANCE PROVIDING PROCEDURES FOR MUNICIPAL
4 LIGHTING DISTRICTS AND SPECIAL ASSESSMENTS AND
5 REPEALING ORDINANCE 87-091 AND 87-094

6 The City of Keizer ordains as follows:

7 Section 1. **Definitions.** OWNER. Whenever the term "owner"
8 is used herein in relationship to the ownership of real
9 property, such term shall be held to mean the record holder of
10 the legal title to the land in questions or, where land is being
11 purchased under a land sale contract, recorded or verified to
12 the recorder in writing by the record holder of legal title to
13 the land, then such purchaser shall be deemed the "owner."

14 CITY ENGINEER. Whenever the term "city engineer" is used
15 in this ordinance, such term shall be held to refer to an
16 engineer designated by the City Council to act in that capacity.

17 Section 2. **Initiating Formation of a Municipal Lighting**
18 **District.** (1) When the Council considers it necessary and
19 convenient to form a municipal lighting district and to finance
20 said district in whole or in part by special assessment
21 according to benefits conferred on property within the district,
22 the Council shall declare by resolution that it intends to form
23 the district. The resolution shall set forth the proposed
24 boundaries of the district, and direct the City Engineer to make
25 a survey of the district. The City Engineer shall file a
26 written report with the City Recorder within the time set forth
27 by the Council in the resolution.

28 ///

1 - ORDINANCE NO. 94- 278

FMAGIC

LIEN, HOBSON & JOHNSON

Attorneys at Law
4855 River Rd. N.
Keizer, Oregon 97303
(503) 390-1635

1 (2) When the owners of the two-thirds of the land that
2 will benefit from the formation of a municipal lighting district
3 request by written petition that the Council initiate the
4 formation of the district, the Council shall declare by
5 resolution that it intends to form the district. The resolution
6 shall set forth the proposed boundaries of the district and
7 direct the City Engineer to make a survey of the district. The
8 City Engineer shall file a written report with the City Recorder
9 within the time set forth by the Council in the resolution.

10 Section 3. **Engineer's Report.** Unless the Council directs
11 otherwise, the engineer's report shall contain the following:

12 (1) A map or plat showing the location and boundaries of
13 the proposed street lamps within the district and the land which
14 may be expected to receive the principal benefits from provision
15 of municipal lighting services.

16 (2) Plans, specifications, and estimates of total cost for
17 the installation of light pole foundations, light poles, street
18 lamps and connecting wiring. If the installation is to be
19 carried out under contract with the power company, the engineer
20 will include the proposed contract with that company.

21 (3) An estimate of total initial annual costs for the
22 provision of municipal lighting services within the district.

23 (4) An estimate of unit cost for installation of street
24 lights, and of annual unit cost for provision of municipal
25 lighting service to the benefitted properties, per square foot,
26 per unit foot, or another unit of cost.

1 (5) A recommendation concerning the method of assessment
2 to be used to arrive at a fair apportionment of the whole or a
3 portion of the cost of provision of municipal lighting services
4 to the benefitted properties which recommendation shall be in
5 accordance with Section 9 of this ordinance.

6 (6) A description of each lot, parcel of land, or portion
7 of land to be benefited, with names of the record owners and,
8 when readily available, names of contract purchasers as shown
9 on books and records of the Marion County Tax Assessor. To
10 describe each lot or parcel of land under provisions of this
11 section, it shall be sufficient to use the tax account number
12 assigned to the property by the Tax Assessor or by book and page
13 designations shown on books and records of the Marion County
14 Clerk.

15 **Section 4. Council Considerations of Engineer's Report.**
16 After the Engineer's report has been filed with the City
17 Recorder, the Council shall consider the report. The Council
18 may by resolution approve the report as submitted or may amend
19 and approve the report as amended. The Council may direct the
20 City Engineer to furnish the Council with a further report or
21 information or, the Council may by resolution record its
22 intention to abandon the formation of the district.

23 **Section 5. Notice of Hearing.** After the Council has
24 approved the Engineer's report as submitted or as amended by the
25 Council, the Council shall declare by resolution that it intends
26 to form the district and shall direct the City Recorder to mail

1 to the owners of real property within the proposed district a
2 notice stating:

3 (1) The name of the proposed district.

4 (2) That the report, or amended report, of the City
5 Engineer, as approved by the Council, is on file in the City
6 Recorder's office and is subject to public examination; giving
7 the date, no earlier than ten (10) days immediately following
8 the date of mailing the notice when any remonstrances or
9 objections thereto will be considered by the Council at a public
10 hearing.

11 (3) That the proposal could be modified as a result of
12 testimony at the hearing so interested persons should attend the
13 hearing in order to have an opportunity to testify on any
14 proposed changes.

15 (4) That written remonstrances may be filed against the
16 proposed district in the office of the City Recorder not later
17 than the scheduled time for the Council hearing of objections
18 to the proposed district.

19 (5) That the formation of the district will be suspended
20 for six (6) months if there is presented a valid remonstrance
21 of the owners of two-thirds (2/3) of the land to be specially
22 assessed therefor.

23 (6) A description of the boundaries of the district to be
24 specially benefited by the provisions of municipal lighting
25 services and a description of the project in general terms.

26 (7) That the actual cost of administration of the district

4 - ORDINANCE NO. 94-_____

LIEN, HOBSON & JOHNSON

Attorneys at Law
4855 River Rd. N.
Keizer, Oregon 97303
(503) 390-1635

1 will be added to the installation assessment and each annual
2 assessment.

3 (8) The Engineer's estimate of the total installation
4 cost, the unit installation cost, and the initial annual unit
5 cost of the municipal lighting service which is to be paid for
6 by special assessment of benefited properties and the formula
7 used to determine the proposed assessment.

8 (9) That the assessment will become a lien against the
9 property.

10 The Council may, in its discretion, direct the City
11 Recorder, upon the basis of the Council-approved Engineer's
12 Report, to advertise for bids and designate the time at which
13 such bids shall be open, which time may be the time of the
14 aforesaid hearing; provided that no such contracts shall be let
15 before said public hearing or after any valid remonstrance to
16 the Council-approved Engineer's Report has been made as herein
17 provided and providing that in the letting of any such contract,
18 provisions of Section 7 herein shall be followed by the Council.

19 Section 6. **Hearing.** At the aforesaid hearing the Council
20 shall hear oral objections to the proposed District formation
21 and shall consider any written remonstrances thereto. Written
22 remonstrances of the owners of two-thirds (2/3) of the land to
23 be specially assessed for such District shall suspend the
24 proposed formation in which event no further action to effect
25 the formation shall be taken for at least six (6) months.
26 "Owner" shall have the meaning for this purpose that it is given

5 - ORDINANCE NO. 94-_____

LIEN, HOBSON & JOHNSON

Attorneys at Law
4855 River Rd. N.
Keizer, Oregon 97303
(503) 390-1635

1 and defined herein. If the Council, after hearing objections
2 and considering any remonstrances, finds that there is not
3 sufficient remonstrance, it may proceed with the formation of
4 the District.

5 **Section 7. Manner of Doing Work: Contracts, Bids, Bonds.**

6 The Council shall provide by resolution the time and manner of
7 installation of street lights, and may provide for the City to
8 do the work or it may award the work on contract. In the event
9 that the work is done under contract, the Council shall proceed
10 in accordance with procedures of state law and city ordinance
11 for public contracting. If the work is contracted, the contract
12 shall be let to the lowest responsible bidder, provided that the
13 Council shall have the right to reject all bids when they are
14 deemed unreasonable or unsatisfactory. The Council shall
15 provide for taking security by bond for the faithful performance
16 of any contract let under its authority, and the provisions
17 thereof, in case of default, shall be enforced by action in the
18 name of the City.

19 **Section 8. Special Hearing when Low Bid Substantially**

20 **Exceeds Engineer's Estimate.** If the Council finds upon opening
21 bids for the work of such installation that the lowest
22 responsible bid substantially exceeds the Engineer's estimate,
23 it may, in its discretion, hold a special hearing of objections
24 to proceeding with the improvement on the basis of such bid and
25 may direct the City Recorder to publish reasonable notice
26 thereof in a newspaper of general circulation in the City.

1 Section 9. Method of Assessment, Alternative Methods of
2 Financing; Administrative Cost. The Council in adopting a
3 method of assessment of the installation costs and annual costs
4 of the provision of municipal lighting services may:

5 (1) Use any just and reasonable method of determining the
6 extent of the municipal lighting district consistent with the
7 benefits derived therefrom.

8 (2) Use any method of apportioning the sum to be assessed
9 as is just and reasonable between the properties determined to
10 be specially benefited.

11 (3) Authorize payment by the City of all or any part of
12 the cost of municipal lighting services when in the opinion of
13 the Council, on account of topographical or physical conditions,
14 unusual or excessive public travel, or other character of the
15 area involved, or when the Council otherwise believes the
16 situation warrants it, provided the method selected creates a
17 reasonable relation between the benefits derived by the property
18 specially assessed and the benefits derived by the City as a
19 whole.

20 (4) Include in the installation assessment and each
21 subsequent annual assessment, the actual cost of administration
22 of the district for the period of the assessment.

23 Nothing herein contained shall preclude the Council from
24 using other available means of financing said district,
25 including federal or state grants-in-aid, service charges,
26 revenue bonds, general obligation bonds, or other legal means

1 of finance. In the event any of such other means of finance are
2 used, the Council may, in its discretion, levy special
3 assessments hereunder according to benefits to cover any part
4 of the costs of the improvement not covered by such means.

5 The city may also determine that the method of collecting
6 the assessment will be pursuant to ORS 223.866 or will be
7 directly from the owner as provided in this ordinance.

8 Section 10. **Assessment Ordinance.** (1) If the Council
9 determines that the municipal lighting district shall be formed
10 and when the estimated installation and initial annual cost is
11 determined or after the installation of street lamps and when
12 the installation cost has been actually determined, and when the
13 administration cost has been determined, the Council shall
14 decide whether the benefited property shall bear all or a
15 portion of the installation and initial annual cost, and the
16 cost of administration, and determine whether the assessment
17 will be collected pursuant to ORS 223.866 or directly from the
18 owner by the city. The City Recorder or other persons
19 designated by the Council shall prepare the proposed
20 installation assessment, the proposed first annual assessment
21 and the cost of administration assessed to each lot within the
22 assessment district and file the assessments in the recorder's
23 office.

24 (2) Notice of the proposed assessment shall be published
25 once in a newspaper of general circulation in the city and shall
26 be mailed to the owner of each lot proposed to be assessed at

1 the address shown on the Marion County Tax Assessor's roll.

2 The notice shall state the following:

3 (a) A description of the property to be assessed.

4 (b) The total amount of the project cost.

5 (c) The amount of assessment proposed on the
6 described property and a statement that this amount could
7 be modified as a result of objections filed by other
8 property owners in the district.

9 (d) The date by which time written objections shall
10 be filed with the City Recorder and the City's Recorder's
11 address.

12 (e) A statement that the written objection must state
13 the grounds for the objection.

14 (f) The date, time and place of the hearing by the
15 Council to consider the objections filed.

16 (g) A statement that the assessment will be due and
17 payable unless the property owner elects to make
18 installment payments.

19 (h) The name and phone number of the City Recorder
20 or another City employee who can answer questions regarding
21 the assessment.

22 (3) At the hearing the Council shall:

23 (a) Consider objections and may adopt, correct,
24 modify or revise the assessment against each lot in the
25 district according to special and peculiar benefits
26 accruing to it from the district.

9 - ORDINANCE NO. 94-_____

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Attorneys at Law
4855 River Rd. N.
Keizer, Oregon 97303
(503) 390-1635

1 (b) By ordinance, spread the assessment. The
2 ordinance shall include findings which state as follows:

3 (i) A description of the local improvement
4 district and improvements made.

5 (ii) The total cost and the assessment formula
6 used.

7 (iii) A statement that the project has been
8 constructed as provided in the plans and
9 specifications.

10 (iv) A statement regarding each objection and
11 the Council's findings regarding that objection.

12 (v) A statement that each property is specially
13 benefited in the amounts shown on the assessment roll.

14 The operative part of the ordinance shall include at
15 a minimum the following:

16 (i) The total cost that shall be assessed
17 against the individually benefited properties as
18 apportioned in the assessment roll.

19 (ii) That the City Recorder shall mail the
20 notice of assessment which states the amount due and
21 that an application to make installment payments may
22 be filed with the City if the property is eligible.

23 (iii) The assessment shall be entered as a lien
24 in the City Lien Docket.

25 Section 10A. Annual Assessment Resolution. After a
26 municipal lighting district has been formed in accordance with

10 - ORDINANCE NO. 94-_____

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1 this ordinance, the second and subsequent annual assessments
2 shall be spread by resolution which may also include changes in
3 the mode of collecting the assessment. The method of assessment
4 and the procedure for notice and hearing for subsequent annual
5 assessments shall be determined in accordance with Sections 9
6 and 10 of this ordinance, except that notice shall be published
7 only.

8 Section 11. **Notice of Assessment.** Within ten (10) days
9 after the ordinance levying the installation and the initial
10 annual assessments has been passed, the City Recorder shall send
11 a notice of assessment to each owner of assessed property by
12 regular mail.

13 (2) The notice of assessment shall include the name of the
14 property owner, a description of the assessed property, the
15 amount of the assessment, the date of the assessment ordinance,
16 the fact that the assessment is a lien against the property, and
17 shall state that the assessment may be collected in the manner
18 provided in ORS 223.866 or that the city may collect directly
19 from the owner as provided herein and state the time within
20 which such assessments must be paid or bonded and that
21 assessments which are not paid or bonded within the time stated
22 in the notice shall bear interest pursuant to Section 21 and
23 that the property so assessed is subject to foreclosure if such
24 assessments are not paid or bonded within the time stated in the
25 notice. Such record owner or other owner as herein defined may
26 make application to bond such assessment pursuant to the

1 provisions of ORS 223.205 known as the "Bancroft Bonding Act",
2 together with amendments or future amendments thereof.

3 Section 11A. **Notice of Annual Assessment.** The City
4 Recorder shall provide notice of the second and subsequent
5 annual assessments by one of the following methods: (A) to each
6 owner of assessed property by regular mail if the city collects
7 the assessment directly from the owner, (B) by publishing notice
8 of the assessment once in a newspaper of general circulation
9 within the city of Keizer if the assessment is collected
10 pursuant to ORS 223.866. The notice of annual assessment shall
11 contain the information required by Section 11 (2).

12 Section 12. **Lien Recording, Interest, Foreclosure.**
13 (1) After the ordinance or resolution levying assessments has
14 been passed, the City Recorder shall enter in the docket of City
15 liens a statement of the respective amounts assessed on each
16 lot, parcel of land or portion of land, a description of the
17 improvement, names of property owners, and the date of the
18 assessment ordinance or resolution. Upon entry into the lien
19 docket the amounts shall become liens and charges on the lots
20 parcels of land or portions of land that have been assessed for
21 provision of municipal lighting services.

22 (2) Assessment liens of the City shall be superior and
23 prior to all other liens or encumbrances on property insofar as
24 state law permits.

25 (3) If the assessment is collected by the city directly
26 from the owner, then thirty days after the date of the

1 assessment ordinance or resolution, interest shall be charged
2 at a rate pursuant to Section 21, and the City may foreclose or
3 enforce collection of assessment liens in the manner provided
4 by state law.

5 (4) The City may enter a bid on property being offered at
6 a foreclosure sale. The City bid shall be prior to all bids
7 except those made by persons who would be entitled under state
8 law to redeem the property.

9 Section 13. **Error in Assessment Calculation.** Claimed
10 errors in the calculation of assessments shall be called to the
11 attention of the City Recorder, who shall determine whether
12 there has been an error. If there has been an error, the City
13 Recorder shall recommend to the Council an amendment to the
14 assessment ordinance or resolution to correct the error. On
15 enactment of the amendment, the City Recorder shall make the
16 necessary correction in the docket of liens and send a corrected
17 notice of assessment by registered or certified mail.

18 Section 14. **Supplemental Assessments.** If an assessment
19 is made before the installation cost or annual cost of the
20 improvement is determined, and if the amount of the assessment
21 is insufficient to defray expenses of the installation or annual
22 cost, the Council may declare the insufficiency by resolution
23 and prepare a proposed supplemental assessment. The Council
24 shall set a time for hearing objections to the supplemental
25 assessment and direct the City Recorder to mail notice of the
26 hearing to the affected property owners. After the hearing the

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1 Council shall make a just and equitable supplemental assessment
2 by ordinance or by resolution, if the insufficient assessment
3 was authorized by resolution, which shall be entered in the
4 docket of liens as provided by Section 12. Notice of the
5 supplemental assessment shall be published and mailed in
6 accordance with Sections 10 and 11, and collection of the
7 assessment shall be made, in accordance with Sections 12 and 13.

8 Section 15. **Rebates.** On completion of the installation
9 of the municipal lighting project or an annexation thereto, if
10 the assessment previously levied on any property is found to be
11 more than sufficient to pay the cost of the installation of
12 street lamps or the initial annual cost of provision of street
13 lighting service, the Council shall determine the excess and
14 declare it by ordinance. When declared, the excess amounts must
15 be entered in the lien docket as a credit on the appropriate
16 assessment. If an assessment has been paid, the person who paid
17 it or that person's legal representative shall be entitled to
18 payment of the rebate credit. Rebates for second and subsequent
19 annual assessments may be made in the same manner except that
20 the excess may be spread by resolution.

21 Section 16. **Remedies.** Subject to curative provisions of
22 Section 17 and rights of the City to reassess as provided in
23 Section 18, proceedings for writs of review and other
24 appropriate equitable or legal relief may be filed as provided
25 by state law.

26 Section 17. **Abandonment of Proceedings.** The Council may

1 abandon proceedings for formation of or annexation to districts
2 under Section 1 to 18 and 23 at any time before final
3 installation of the street lamps. If liens have been placed on
4 property under this procedure, they shall be cancelled, and
5 payments made on assessments shall be refunded to the person who
6 paid them or to that person's legal representative.

7 Section 18. **Curative Provisions.** (1) A district
8 assessment shall not be rendered invalid by reason of:

9 (a) Failure of the engineer's report to contain all
10 information required by Section 3.

11 (b) Failure to have all the required information in
12 the District formation resolution, assessment ordinance,
13 assessment resolution, annexation ordinance, lien docket,
14 or notices required to be published, posted or mailed.

15 (c) Failure to post notice, list the name of, or mail
16 notice to an owner of property as required by this
17 ordinance.

18 (d) Any other error, mistake, delay, omission,
19 irregularity or other act, jurisdictional or otherwise, in
20 the proceedings or steps specified, unless it appears that
21 the error is unfair or unjust in its effect on the person
22 complaining.

23 (2) The Council shall have authority to remedy and correct
24 all matters by suitable action and proceedings.

25 Section 19. **Reassessment.** When an assessment, annexation
26 assessment, supplemental assessment, or reassessment for

1 municipal lighting district formed by the City has been set
2 aside, annulled, declared or rendered void, or its enforcement
3 restrained by a Court of this state or by a federal court having
4 jurisdiction, or when the Council doubts the validity of the
5 assessment, annexation assessment, supplemental assessment,
6 reassessment, or any part of it, the Council may make a
7 reassessment in the manner provided by state law.

8 Section 20. **Deeds on Property Sold for Delinquent**
9 **Assessments.** The Mayor and City Recorder may be and they are
10 hereby authorized to sign and execute all deeds for and on
11 behalf of the City, when said City shall be called upon under
12 the laws, Charter and ordinances of said City to issue any deeds
13 for property sold for delinquent municipal lighting district
14 assessments.

15 Section 21. **Lien interest.** The interest rate to be
16 charged on each municipal lighting district's liens shall not
17 exceed the rate at which the lighting district's Bancroft Bonds
18 are sold plus one-half of one percent (1/2%). If the bonds are
19 not sold prior to lien payments being due or no bonds are sold,
20 the interest rate charged on those billings shall be set by the
21 City Recorder at the current rate for bonds financing similar
22 projects in other comparable jurisdictions plus 1/2%. The
23 interest rate shall be adjusted subsequent to the bond sale, if
24 any, as herein previously described. The first billing
25 following the bond sale will include an adjustment reflecting
26 a refund for an interest overcharge or an additional amount due

1 from an interest undercharge.

2 Section 22. **Effect on Existing Lighting Districts.** The
3 city of Keizer hereby recognizes and accepts all lighting
4 districts formed in accordance with state law or county
5 ordinance before the city of Keizer incorporated and presently
6 existing within the Keizer city limits and lighting districts
7 formed under previous ordinances of the City of Keizer. Such
8 lighting districts shall be governed by the provisions of this
9 ordinance. All action previously taken by the city of Keizer
10 with regard to these lighting districts is hereby approved and
11 ratified.

12 Section 23. **Annexation to lighting districts.** When the
13 owners of land in an area wish to annex to a municipal lighting
14 district, they may file an annexation petition with the city
15 council. The area proposed for annexation shall be contiguous
16 to the municipal lighting district it will join. The annexation
17 petition shall be signed by all the owners of all the land in
18 the territory proposed to be annexed and shall set forth the
19 proposed boundaries of the territory to be annexed. Upon
20 receipt of the petition, the council will direct the city
21 engineer to prepare a report in accordance with Section 3 of
22 this ordinance as the terms of that section would apply to the
23 territory proposed for annexation and the existing district.
24 The council will consider the engineer's report as provided in
25 Section 4 of this ordinance. After consideration of the
26 engineer's report, if the council decides to proceed with the

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1 annexation, a hearing before the council will be set. The city
2 recorder shall give notice of the hearing by regular mail to the
3 owners of land in the area to be annexed and to owners of land
4 in the municipal lighting district. The notice shall contain
5 the applicable information specified in Section 5 of this
6 ordinance. The council will conduct the hearing in accordance
7 with the provisions of Section 6 of this ordinance. After the
8 hearing, if the council determines that the proposed territory
9 should be annexed to the municipal lighting district, then the
10 council shall proceed in accordance with Section 10 of this
11 ordinance. After the hearing, if any, on the proposed
12 assessments, the council shall adopt an ordinance approving the
13 annexation, establishing the assessment in accordance with the
14 provisions of Section 9 of this ordinance and spreading the
15 assessment. The city recorder shall give notice of the
16 assessment in accordance with the provisions of Section 11 of
17 this ordinance. The other sections of this ordinance and
18 particularly Sections 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21
19 shall apply to annexation proceedings as appropriate to carry
20 out the intent of this section. After the ordinance annexing
21 the territory has been adopted, the annexed territory shall
22 become subject to the outstanding indebtedness, bonded or
23 otherwise, of the municipal lighting district in like manner as
24 the territory within the municipal lighting district and shall
25 be subject to annual assessments the same as the remainder of
26 the property in the municipal lighting district.

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1 Section 24. **Severability.** The sections and phrases of
2 this ordinance are severable. The invalidity of a section or
3 phrase shall not affect the validity of the remaining sections
4 or phrases.

5 Section 25. **Repeal.** Ordinance No. 87-091 and 84-094, An
6 Ordinance Providing Procedures For Municipal Lighting Districts
7 and Special Assessments, enacted August 17, 1987, and August 31,
8 1987, respectively are hereby repealed.

9 PASSED this 21st day of March , 1994.

10 SIGNED this 21st day of March , 1994.

11
12

Al Miller, Council President
Mayor

13
14

Gracy H. Davis
City Recorder

15 824COK2.013

19 - ORDINANCE NO. 94-_____

LIEN, HOBSON & JOHNSON

Attorneys at Law
4855 River Rd. N.
Keizer, Oregon 97303
(503) 390-1635

PETITION TO FORM LOCAL IMPROVEMENT DISTRICT FOR STREET LIGHTING

To the City Council for the City of Keizer:

The undersigned being the owner or contract purchaser of the described property hereinafter set opposite my or its name, hereby petition the Keizer City Council to form a STREET LIGHTING LOCAL IMPROVEMENT DISTRICT for:

Bohlander Meadows

within the City of Keizer.

The legal description of the proposed district is:

See attached deed

PLEASE ATTACH A MAP OF THE AREA

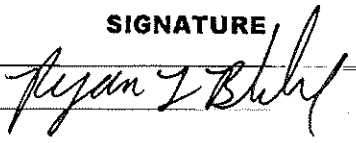
This petition to form this district is in conformity with the charter, ordinances and regulations of the City of Keizer.

PETITION SUBMITTED BY:

NAME: Jeremy Grenz

ADDRESS: 1155 13th St. SE, Salem OR 97302

PHONE NUMBER: 503-910-7805

DATE	DEED HOLDER/CONTRACT BUYER	SIGNATURE	ADDRESS OF PROPERTY (IF VACANT - LOT NUMBER/SECTION)
7/30/2024	Trademark Enterprises LLC		1326 Oppek St. NE



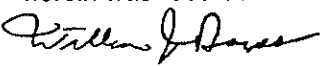
THIS SPACE RESERVED FOR RECORDER'S USE

After recording return to:
Trademark Enterprises, LLC
PO Box 5248
Salem, OR 97304

Until a change is requested all tax statements shall be sent to the following address:
Trademark Enterprises, LLC
PO Box 5248
Salem, OR 97304
File No. 583637AM

MARION COUNTY RECORDS2023-29628D-DEED09/29/2023 12:53 PM\$10.00 \$11.00 \$10.00 \$60.00\$91.00



I, Bill Burgess, County Clerk for Marion County, Oregon, certify that the instrument identified herein was recorded in the Official Records.

Pgs=2 DEB

STATUTORY WARRANTY DEED

John E Bohlander and Susan M Bohlander, Trustees of the Bohlander Family Trust, under agreement dated June 7, 2006,

Grantor(s), hereby convey and warrant to

Trademark Enterprises, LLC,

Grantee(s), the following described real property in the County of Marion and State of Oregon free of encumbrances except as specifically set forth herein:

Parcel 1:
Beginning at a point which is 1,120.77 feet East and 217.80 feet North from the one quarter corner of the South line of Section 23 in Township 6 South, Range 3 West of the Willamette Meridian, Marion County, Oregon, thence North 370.60 feet to a point on the Northline of a tract of land conveyed to Glenn Rolofson by deed recorded in Volume 517, Page 569, Deed Records for Marion County, Oregon; thence East 200 feet to the Northeast corner of said tract; thence South along the East line of said tract 370.60 feet to a point which is 217.60 feet North from the South line of said section 23; thence West 200 feet to the point of beginning.

Parcel 2
Lots 22 and 23 of FOREST RIDGE ESTATES, Phase 1, Keizer, Marion County, Oregon

FOR INFORMATION PURPOSES ONLY, THE MAP/TAX ACCT #(S) ARE REFERENCED HERE:

063W23DC00200
063W23DC04600
063W23DC04700

The true and actual consideration for this conveyance is \$1,000,000.00.
The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

2023-2024 Real Property Taxes, a lien not yet due and payable

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 27 day of September, 2023.

The Bohlander Family Trust, under agreement dated June 7, 2006

By: John E Bohlander
John E Bohlander, Trustee

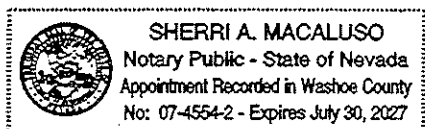
By: Susan M Bohlander
Susan M Bohlander, Trustee

State of Nevada ss.
County of Washoe

On this 27 day of September, 2023, before me, Sherri A Macaluso a Notary Public in and for said state, personally appeared John E Bohlander and Susan M Bohlander known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the The Bohlander Family Trust, under agreement dated June 7, 2006, and acknowledged to me that he/she/they executed the same as Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Sherri A Macaluso
Notary Public for the State of Nevada
Residing at Sparks, NV
Commission Expires: 07/30/2027



Marion County
Document Separator Page

Instrument # 2023-29628

September 29, 2023 12:53 PM

State of Oregon
County of Marion

I hereby certify that the attached
instrument was received and duly
recorded by me in Marion County
records:

Fee: \$91.00

Bill Burgess
Marion County Clerk

This is not an invoice.

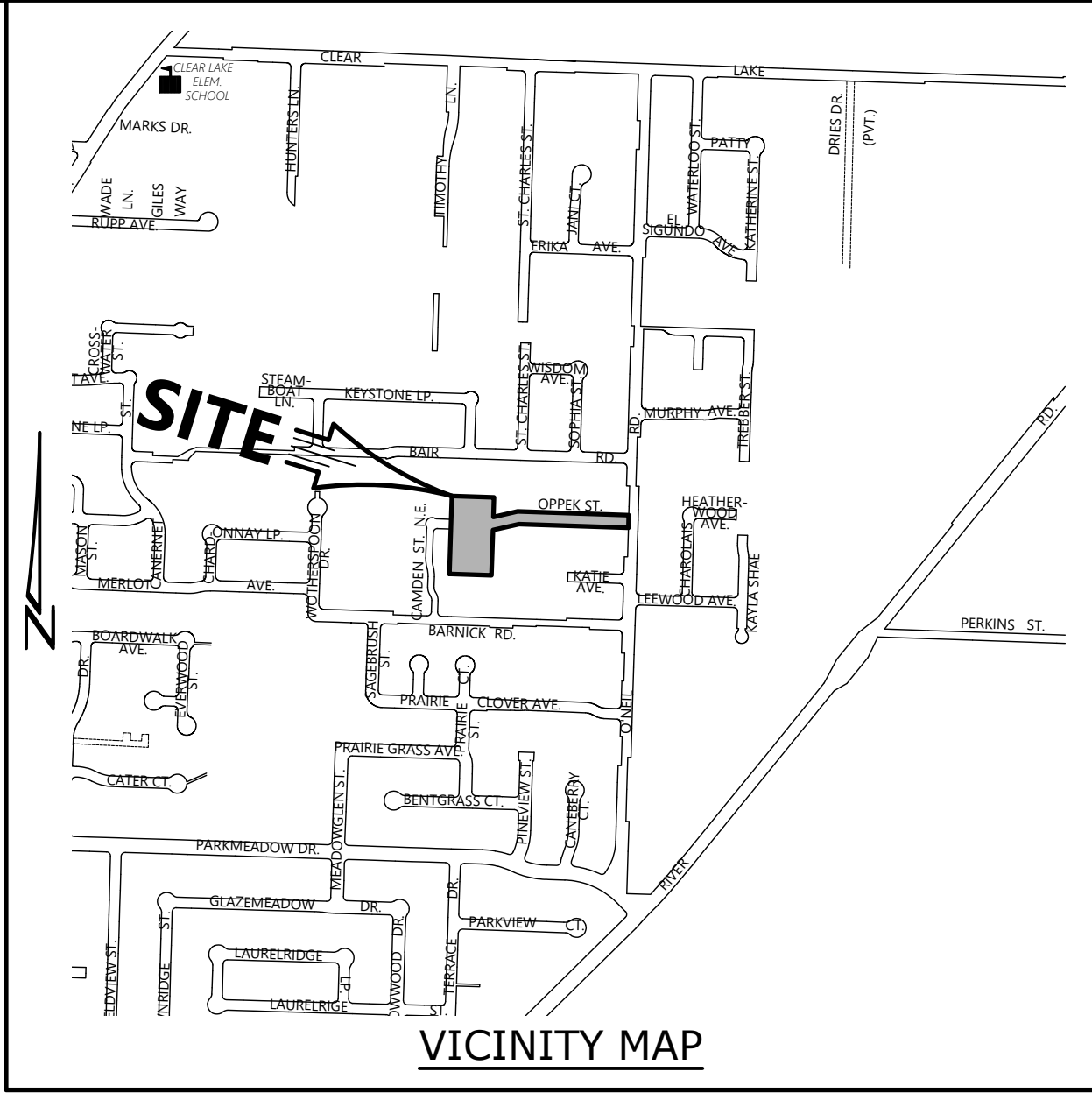
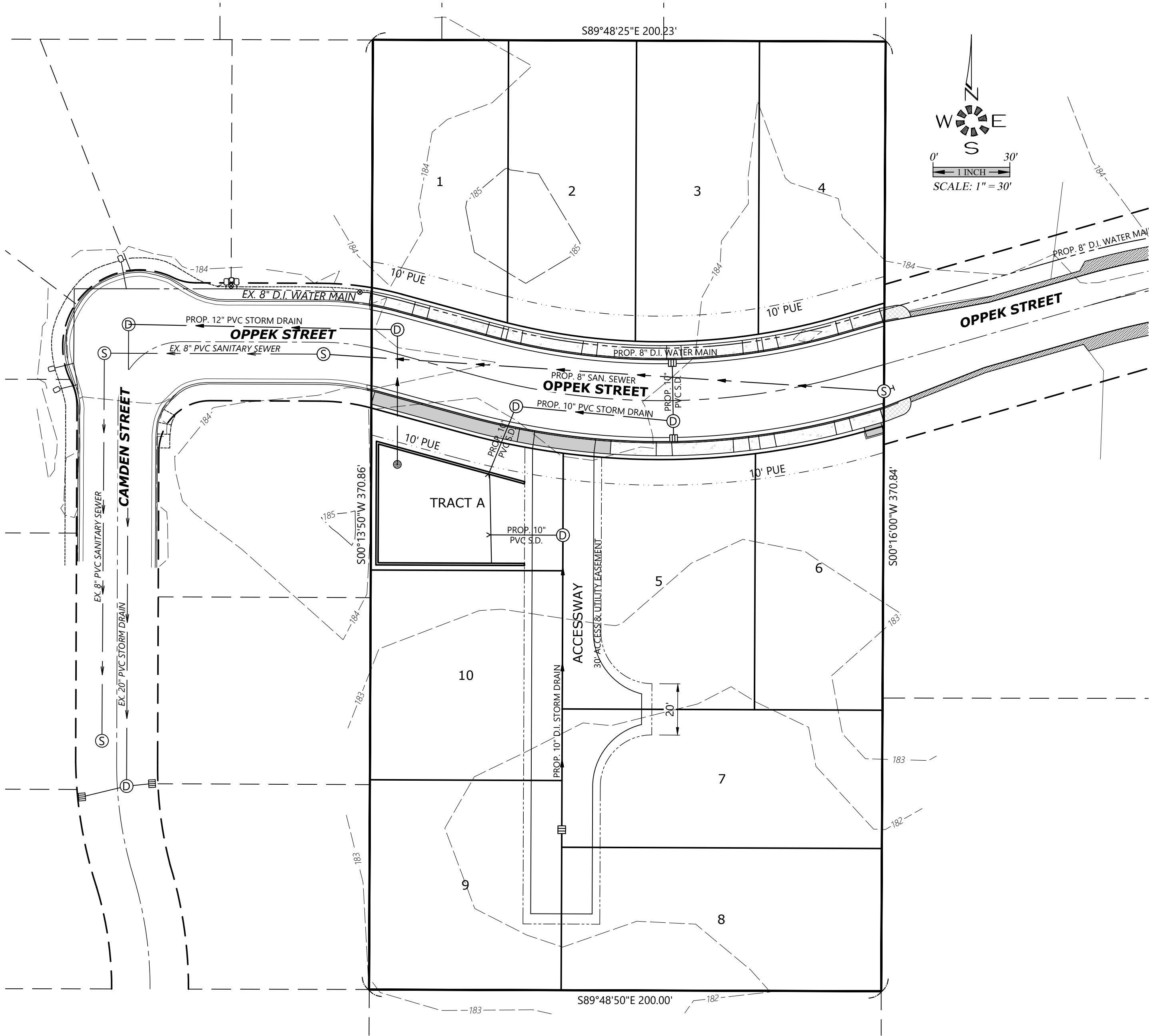
Owner / Developer:

TRADEMARK ENTERPRISES, LLC

P.O. BOX 5248
SALEM, OREGON 97304

BOHLANDER MEADOWS

SEC. 23, T. 6 S., R. 3 W., W.M.
CITY OF KEIZER
MARION COUNTY, OREGON



T.B.M. 182.58
PK NAIL LOCATED AT THE INTERSECTION OF
OPPECK STREET AND O'NEIL ROAD NE ON
THE EASTERN SIDEWALK.
BASED ON MARION COUNTY POINT
IDENTIFICATION NUMBER 2122 AT STATION
9650 (NGVD 29 179.82)

ABBREVIATIONS			
A.C.	ASPHALTIC CONCRETE	L	LENGTH, LINE
ACMP	ALUMINIZED CMP	L.P.	LIGHT POLE
ASSY.	ASSEMBLY	M	METER, MAIN
B.O.	BLOW OFF	M.H.	MANHOLE
B.F.V.	BUTTERFLY VALVE	MTL	METAL
C & G	CURB & GUTTER	O.H.	OVERHEAD
CATV	CABLE TELEVISION	PC	POINT OF CURVE
C.B.	CATCH BASIN	PCC	POINT OF CONTINUING CURVE
C.B.C.O.	CATCH BASIN CLEANOUT	PED.	PEDESTAL
C.B.I.	CATCH BASIN INLET	PRC	POINT OF REVERSE CURVE
CCR	COMPACTED CRUSHED ROCK	PROP.	PROPOSED
C.L.	CENTERLINE	PT	POINT OF TANGENCY
CMP	CORRUGATED METAL PIPE	PUB.	PUBLIC
C.O.	CLEANOUT	PUE	PUBLIC UTILITY EASMT.
CONC.	CONCRETE	PVC	POLYVINYL CHLORIDE
CONST.	CONSTRUCT	PVT.	PRIVATE
D.I.	DUCTILE IRON	P.P.	POWER POLE
DIA.	DIAMETER	P.L.	PROPERTY LINE
DWG.	DRAWING	R	RADIUS
EASMT.	EASEMENT	R-	RIM
E.G.	EXIST. GRADE / GROUND	RD	ROOF DRAIN
EOP, E.P.	EDGE OF PAVEMENT	R.O.W.	RIGHT-OF-WAY
ELEC.	ELECTRIC	SAN.S. or S.S.	SANITARY SEWER
ELEV. or EL.	ELEVATION	S	SLOPE
EX. or EXIST.	EXISTING	S.Q.F.	STORMWATER QUALITY FACILITY
F.D.C.	FIRE DEPT. CONNECTION	STA.	STATION
FT.	FEET	STD.	STANDARD
F.F.	FINISH FLOOR	STL.	STEEL
F.G.	FINISH GRADE	STM.DRN. or S.D.	STORM DRAIN
F.H.	FIRE HYDRANT	SVC.	SERVICE
F.M.	FORCE MAIN	SW	SIDEWALK
GUT. or GTR.	GUTTER	T.C.	TOP OF CURB
G.V.	GATE VALVE	TEL.	TELEPHONE
IMP.	IMPROVEMENT	TYP.	TYPICAL
INST.	INSERT	U.G.	UNDERGROUND
INV. or I-	INVERT	VL.T.	VAULT
		W.M.	WATER MAIN

EX.		PROP.		EX.		PROP.	
	BLOW OFF ASSY.		MANHOLE SAN. SEWER				
	CATCH BASIN		MANHOLE STORM DRAIN				
	CATCH BASIN CLEANOUT		2' DIA. C.O. / M.H.				
	CATCH BASIN INLET		MANHOLE TELEPHONE				
	CATV PED. / BOX		MANHOLE WATER				
	CLEANOUT		REDUCER / INCREASER				
	ELEC. PED. / BOX		TEL. PED. / BOX				
	FIRE HYDRANT		TRAFFIC PED. / BOX				
	GAS LOCATION MARKER		UTILITY / POWER POLE				
	GAS VALVE		WATER METER				
	MAIL BOX		WATER VALVE				
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SHEET 103	EXISTING CONDITION PLAN
SHEET 201	SANITARY SEWER SERVICE PLAN
SHEET 202	SANITARY SEWER PLAN
SHEET 301	STORM DRAIN PLAN
SHEET 302	STORM DRAIN PLAN
SHEET 303	STORMWATER QUALITY FACILITY PLAN
SHEET 304	RETAINING WALL DETAILS
SHEET 401	STREET PLAN - OPPEK STREET -0+20 TO 3+60
SHEET 402	STREET PLAN - OPPEK STREET 3+60 TO 9+00
SHEET 403	STREET CROSS SECTIONS
SHEET 404	ACCESSWAY PLAN
SHEET 405	RAMP PLAN
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SHEET 501	WATER MAIN PLAN
SHEET 502	OFFSITE WATER MAIN IMPROVEMENT
SHEET 601	EROSION CONTROL PLAN - PRE-GRADING & POST GRADING
SHEET 602	EROSION CONTROL PLAN - POST STORM DRAIN & POST PAVING
SHEET 603	EROSION CONTROL NOTES AND DETAILS
SHEET 701	LOT DIMENSIONS, SIGNING, & SIDEWALK PLAN
SHEET 702	TREE REMOVAL & REPLACEMENT PLAN
SHEET 703	STREET LIGHTING PLAN
SHEET 901	DETAIL SHEET
SHEET 902	DETAIL SHEET
SHEET 903	DETAIL SHEET
SHEET 904	DETAIL SHEET

SHEET L0.0	LANDSCAPE PLAN
SHEET L1.1	LANDSCAPE PLAN
SHEET L2.1	LANDSCAPE PLAN



COVER SHEET

BOHLANDER MEADOWS

NO CHANGES, MODIFICATIONS
OR REVISIONS SHALL BE
MADE WITHOUT THE
AUTHORIZATION OF THE
DESIGN ENGINEER.
DIMENSIONS & NOTES TAKE
PRECEDENCE OVER
GRAPHICAL REPRESENTATION.

Design: M.D.G.
Drawn: D.G.G.
Checked: J.J.G.
Issue Date: 7/30/24
Scale: AS SHOWN
As-Built: ---



JOB # 7559

101

06 3W 23DC



06 3W 23DC

06 3W 23DC

KEIZER

MARION COUNTY, OREGON
SW1/4 SE1/4 SEC23 T6S R3W W.M.
SCALE 1" = 100'

LEGEND

- LINE TYPES
- Taxlot Boundary
 - Road Right-of-Way
 - Railroad Right-of-Way
 - Private Road ROW
 - Subdivision/Plat Bndry
 - Waterline - Taxlot Bndry
 - Historical Boundary
 - Easement
 - Railroad Centerline
 - Taxcode Line
 - Map Boundary
 - Waterline - Non Bndry

- CORNER TYPES
- + 1/16TH Section Cor.
 - ⊙ DLC Corner
 - ⊕ 1/4 Section Cor.
 - ⊕ 16, 15 Section Corner
 - ⊕ 21, 22

NUMBERS

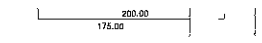
Tax Code Number
00 00 0

Acreage
0.25 AC

All acres listed are Net Acres, excluding any portions of the taxlot within public ROWs

NOTES

Tick Marks: A tick mark in the road indicates that the labeled dimension extends into the public ROW



CANCELLED NUMBERS			
100			
101			
400			
500			
600			
800			
1000			
1300			
1400			
1500			
2201			
2400			

DISCLAIMER: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY

 **Assessors Office**
Cartography Dept

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
www.co.marion.or.us

PLOT DATE: 5/12/2021

KEIZER
06 3W 23DC

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2024- 3502

4
5 DECLARING THE CITY'S INTENT TO INITIATE A STREET LIGHTING
6 LOCAL IMPROVEMENT DISTRICT (BOHLANDER MEADOWS) AND
7 DIRECTING THE CITY ENGINEER TO MAKE A SURVEY AND FILE A
8 WRITTEN REPORT WITH THE CITY RECORDER
9

10 WHEREAS, the City Council of the City of Keizer has received a petition
11 from the developer to initiate a street lighting district in the Bohlander Meadows
12 development in the City of Keizer, Oregon; and

13 WHEREAS, pursuant to City of Keizer Ordinance 94-278, the necessary
14 signatures of land owner comprising two-thirds of the property to be included within
15 Bohlander Meadows Street Lighting District have requested the formation of the
16 district;

17 NOW, THEREFORE,

18 BE IT RESOLVED by the City Council of the City of Keizer that:

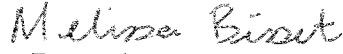
- 19 1. The City Council declares its intent to initiate Bohlander Meadows
20 Street Lighting Local Improvement District;
- 21 2. The map attached hereto, marked Exhibit "A", and by this reference
22 incorporated herein sets forth the proposed boundaries of the district;
- 23 3. The City Engineer is hereby directed to make a survey of the District;
- 24 4. The City Engineer shall file a written report with the City Recorder on
25 or before September 25, 2024.

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

3 PASSED this 3rd day of September, 2024.

4
5 SIGNED this 3rd day of September, 2024.

6
7 
8 Mayor

9
10 
11 City Recorder

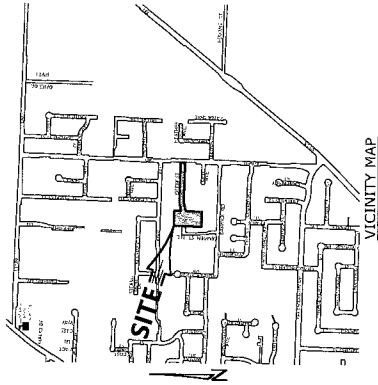
**P.O. BOX 5248
SALEM, OREGON 97304**

COVER SHEET

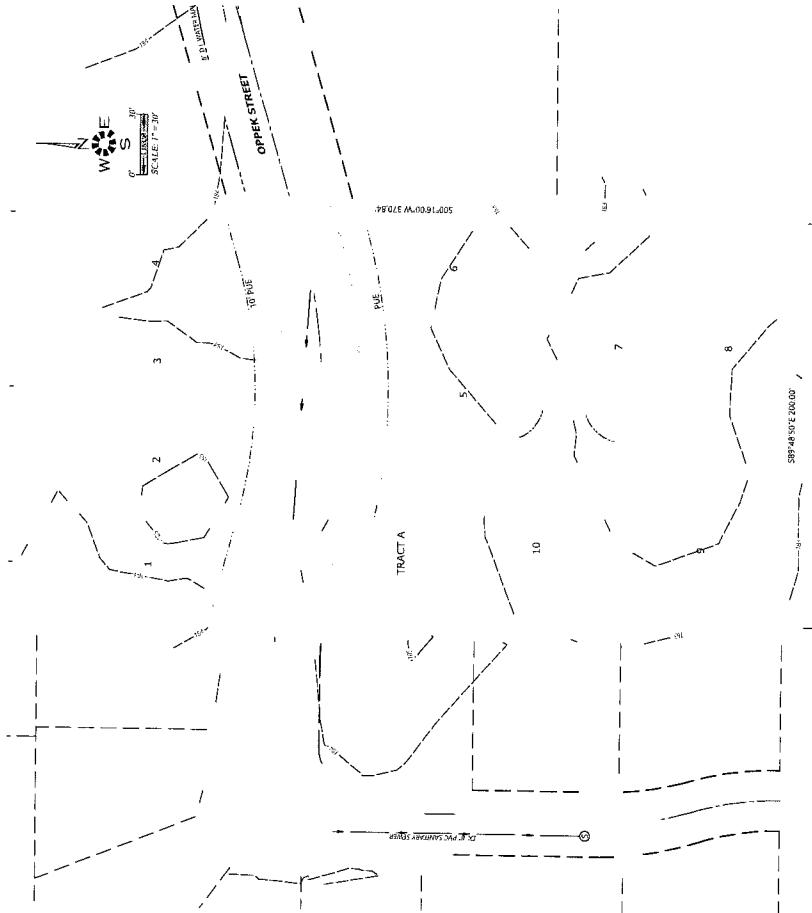
BOHLANDER MEADOWS



MULTI/TECH
ENGINEERING SERVICES, INC.
1155 14TH ST. S.W., SALEM, OR 97302
(503) 583-0927 FAX (503) 584-1260
www.multi-tech.com
office@multi-tech.com



T.B.M. 182.58
PK NAIL LOCATED AT THE INTERSECTION OF
OPPECK STREET AND O'NEIL ROAD NE ON
THE EASTERN SIDEWALK.
BASED ON MARION COUNTY POINT
IDENTIFICATION NUMBER 2122 AT STATION
9650 (NGVD 29 179.82)

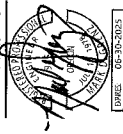
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SHEET 404	RAINFALL PLAN
SHEET 405	RAINFALL PLAN
SHEET 406	SOFT GRADING PLAN
SHEET 501	WATER MAIN PLAN
SHEET 502	WATER MAIN PLAN
SHEET 503	EROSION CONTROL PLAN - PRE-GRADING & POST-GRADING
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SHEET 703	STREET LIGHTING PLAN
SHEET 801	DETAIL SHEET
SHEET 802	DETAIL SHEET
SHEET 803	DETAIL SHEET
SHEET 804	DETAIL SHEET
SHEET 805	DETAIL SHEET
SHEET 10.0	LANDSCAPE PLAN
SHEET 11.1	LANDSCAPE PLAN
SHEET 12.1	LANDSCAPE PLAN

NO CHANGES, MODIFICATIONS
OR REPRODUCTIONS TO BE
MADE TO THESE DRAWINGS
WITHOUT WRITTEN
AUTHORIZATION FROM THE
DESIGN ENGINEER.
DIMENSIONS & NOTES TAKE
PRECEDENCE OVER
GRAPHICAL REPRESENTATION.

AS SHOWN
Date: 7/30/24
J.J.G.
D.G.G.
M.D.G.



101
JOB # 7559

ENGINEER'S REPORT
FOR
BOHLANDER MEADOWS
STREET LIGHTING DISTRICT

For City Council Action October 7, 2024



Prepared by:



Date: September 19, 2024

Project File: 4353-11

To: The Honorable Mayor and City Council

From: City Engineer's Office

Subject: Street Lighting District for Bohlander Meadows

Authority and Purpose:

This report is submitted in accordance with the requirements of City of Keizer **Ordinance No. 94-278** and Council **Resolution 2024-3502** for the purpose of creating the subject Street Lighting District.

District Boundaries and Map:

A Map of the proposed District is attached showing the areas benefitted by the streetlights proposed to be installed.

Lighting Plan:

The lighting improvements will consist of 1, 45-Watt, LED luminary at 30' mounting height attached to a 35' heavy-duty, direct-bury, gray fiberglass pole with a 6' aluminum mast arm. This design is selected to meet current city standards and provide the most efficient light coverage. It is recommended that installation be accomplished by the following method:

Portland General Electric Co. (PGE) would install the underground wiring and supply the electrical power to the District. The luminary and pole would be furnished, owned, and maintained by PGE.

Estimated Developer Costs:

(1) 45-Watt luminary @ \$7.69 per month ea. X 12 mos.	\$92.28
(1) 35' HD, DB fiberglass pole @\$8.62 per month ea. X 12 mos.	\$103.44
Administrative Fee @ \$8.10/Lot:	\$81.00
Engineering @ \$14.00/Lot:	<u>\$140.00</u>
Total Assessment	\$416.72
(1) Per Lot Assessment (First Year, 10 Lots)	\$41.67

(1) Includes tax roll preparation, audit, delinquencies and miscellaneous administrative costs to the City as authorized by Res. 94-716.

Method of Assessment: It is recommended that the costs be assessed on a per lot basis to each parcel in the district.

For the developer, the first-year assessment would include the one-time costs for District formation and engineering. Subsequent year's assessments would reduce to \$19.57 per lot.

Assessment Roll: The attached preliminary assessment roll identifies the benefitted properties and the first-year assessments to be levied against each.

Respectfully submitted,



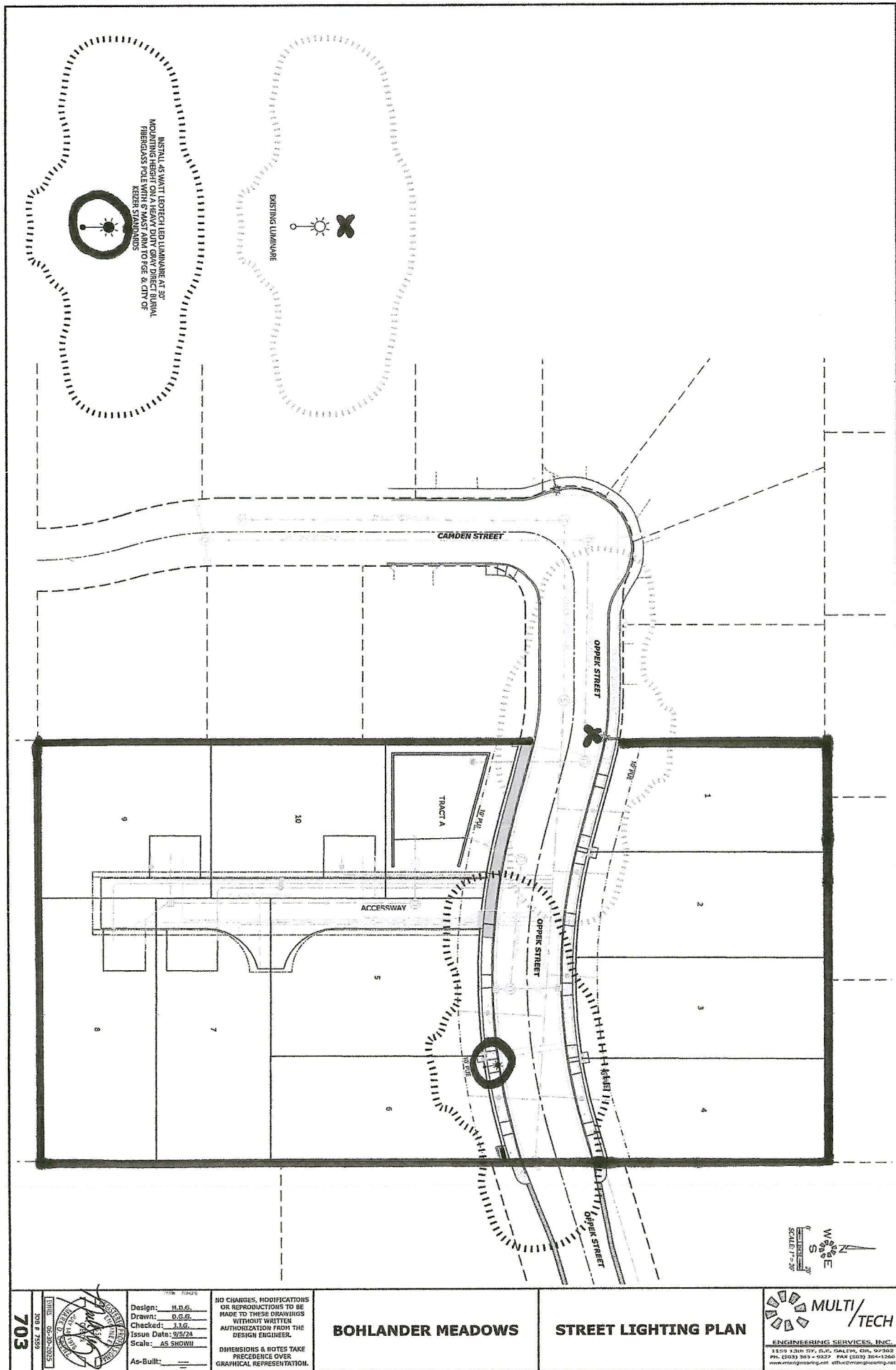
AKS Engineering & Forestry, LLC
Richard Walker, P.E., Principal

PRELIMINARY ASSESSMENT ROLL

BOHLANDER MEADOWS
STREET LIGHTING DISTRICT

Assessors Map and Tax Lot No.
063W23DC
00200

<u>Lot#</u>	<u>Owner</u>	<u>Cost (per lot)</u>
1 - 10	TRADEMARK ENTERPRISES LLC P.O. BOX 5248 SALEM, OR 97304	\$41.67 (first year)
Total Assessment:		\$416.72



703

DATE: 9/5/24
 DESIGNED BY: J.D.G.
 DRAWN BY: J.D.G.
 CHECKED BY: J.D.G.
 ISSUE DATE: 9/5/24
 SCALE: AS SHOWN
 AS-BUILT:

NO CHANGES, MODIFICATIONS OR REPRODUCTIONS TO BE MADE TO THESE DRAWINGS WITHOUT WRITTEN AUTHORIZATION FROM THE DESIGN ENGINEER.

DIMENSIONS & NOTES TAKE PRECEDENCE OVER GRAPHICAL REPRESENTATION.

BOHLANDER MEADOWS

STREET LIGHTING PLAN

MULTI/TECH

ENGINEERING SERVICES, INC.
 11519 92ND ST., S.W., GALLUP, OH, 44730
 PH: (330) 363-9227 FAX: (330) 364-1260
 www.multi-tech-engineering.com info@multi-tech-engineering.com

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2024-____

4
5
6 FORMING BOHLANDER MEADOWS STREET LIGHTING LOCAL
7 IMPROVEMENT DISTRICT
8

9
10 WHEREAS, the City of Keizer has adopted a Resolution initiating the formation
11 of Bohlander Meadows Street Lighting Local Improvement District;

12 WHEREAS, the City Council has adopted a Resolution approving the City
13 Engineer's Report for Bohlander Meadows Street Lighting Local Improvement District;

14 WHEREAS, notice of public hearing to consider formation of street lighting
15 district was mailed as required by Ordinance 94-278;

16 WHEREAS, the City Council conducted a public hearing to receive objections
17 and remonstrances to the formation of the street lighting district;

18 NOW, THEREFORE,

19 BE IT RESOLVED by the City Council of the City of Keizer that Bohlander
20 Meadows Street Lighting Local Improvement District is hereby formed, and that the
21 street lights shall be installed within a reasonable time and in the manner set forth in the
22 City Engineer's Report for Bohlander Meadows Street Lighting Local Improvement
23 District.
24
25

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A BILL
ORDINANCE NO.
2024-_____
FOR
AN ORDINANCE
SPREADING ASSESSMENTS TO BOHLANDER MEADOWS STREET
LIGHTING LOCAL IMPROVEMENT DISTRICT

Section 1. FINDINGS. The Keizer City Council makes the following findings:

a. The City Council did heretofore declare its intention to install street lights to serve an area known as Bohlander Meadows Street Lighting Local Improvement District which is described as follows:

Bohlander Meadows – identified on the assessors map 06 3W 23DC – lots 1-10 all within the City of Keizer, County of Marion, State of Oregon;

which includes the installation of one (1) 45-watt LED luminary at 30’ mounting height attached to a 35’ heavy-duty, direct-bury, gray fiberglass pole with a 6’ aluminum mast arm located within the subject local improvement district, all in accordance with the City Engineer’s Report for Bohlander Meadows Street Lighting Local Improvement District.

b. The total initial estimated cost of Bohlander Meadows Street Lighting Local Improvement District is \$416.72.

c. The per space/lot assessment formula was used for this district.

d. The improvements in the district have been or will be constructed as

1 provided in the Engineer's Report.

2 e. Notice was duly mailed to the benefited property owners as required under
3 Ordinance 94-278.

4 f. A meeting of the City Council was held at the time and place fixed by
5 public notice for the purpose of considering any such written objections to the proposed
6 assessments.

7 g. No written objections to the proposed assessments were filed.

8 h. The Council has considered the matter and determined that construction of
9 said improvements was and is of material benefit to the City, and all the property to be
10 assessed therefore will be specially benefited by the improvements in the amounts
11 shown on the assessment roll.

12 NOW, THEREFORE,

13 The City of Keizer ordains as follows:

14 Section 2. ASSESSMENTS.

15 a. First Annual Assessment. It is hereby determined that the share of the cost
16 of the improvements for Bohlander Meadows Street Lighting Local Improvement
17 District for each parcel and property benefited thereby for the first annual assessment is
18 the amount set opposite the description of each piece or parcel of land as described in
19 Bohlander Meadows Street Lighting District Assessment Roll as set forth in Exhibit "A"
20 attached, and that each piece or parcel of land benefited by the improvements, to the full
21 extent of the amount so set opposite such piece or parcel and that the respective amounts

1 represent the proportionate benefits of said improvements to said respective parcels of
2 property, and the Council does hereby declare that each of the parcels of property
3 described in Bohlander Meadows Street Lighting District Roll as set forth in Exhibit “A”
4 attached is hereby assessed the first annual assessment amount set opposite each
5 respective description.

6 i. Summary of first annual assessment costs for formation of the lighting
7 district to serve the area known as “Bohlander Meadows Street Lighting Local
8 Improvement District”:

9	One 45-Watt Luminary	\$ 92.28
10	One Pole	\$103.44
11	Administrative Fee	\$ 81.00
12	Engineering Costs	<u>\$140.00</u>
13	Total Estimated Assessments	\$416.72

14
15 ii. The Recorder of the City of Keizer is hereby directed to send a notice of
16 first annual assessment to each owner of assessed property by mail within ten (10) days
17 after this Ordinance levying the first annual installments is passed. The notice shall
18 include information that an application to make installment payments may be filed with
19 the City if the assessment is collected directly from the property owner and not pursuant
20 to ORS 223.866.

21 b. Second and Subsequent Annual Assessments. After a municipal lighting
22 district has been formed in accordance with City of Keizer Ordinance 94-278, the second
23 and subsequent annual assessments shall be spread by Resolution which may include
24 changes in the mode of collecting the assessment. The method of assessment and

1 notification for subsequent annual assessments shall be determined in accordance with
2 City of Keizer Ordinance 94-278.

3 c. Mode of Collecting Assessments. Assessments for Bohlander Meadows
4 Street Lighting Local Improvement District shall be collected pursuant to ORS 223.866.

5 d. Lien on Property. The assessment shall be entered as a lien against the
6 benefited property in the City Lien Docket.

7 Section 3. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days
8 after its passage.

9 PASSED this _____ day of _____, 2024.

10 SIGNED this _____ day of _____, 2024.

11

12

13

14

15

16

17

18

Mayor

City Recorder

PRELIMINARY ASSESSMENT ROLL

BOHLANDER MEADOWS
STREET LIGHTING DISTRICT

Assessors Map and Tax Lot No.
063W23DC
00200

<u>Lot#</u>	<u>Owner</u>	<u>Cost (per lot)</u>
1 - 10	TRADEMARK ENTERPRISES LLC P.O. BOX 5248 SALEM, OR 97304	\$41.67 (first year)
Total Assessment:		\$416.72



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Shane Witham, Planning Director
Subject: Nuisance Abatement Lien - 981 Cater Ct N

Proposed Motion

I move the City Council adopt Ordinance 2024-____ Declaring a Lien Against Property Located at 981 Cater Court North, Keizer, Oregon and Directing the City Recorder to Enter Such Lien in the Minor Lien Docket Pursuant to Ordinance No. 2009-590 (Providing for the Control and Removal of Noxious Vegetation); Declaring an Emergency.

I. Summary

This matter is before City Council for public hearing in order to determine the correctness of the Statement of Costs and to declare a lien against the property located at 981 Cater Ct N for the expenses incurred by the City for performing the abatement of noxious vegetation. The property in question (981 Cater Ct N) was in violation of City Ordinance and after posting and mailing appropriate notice, the City performed a nuisance abatement to cut down and dispose of extensive noxious vegetation on the property.

II. Background

- A. The property in question was severely overgrown. The City received complaints regarding the noxious vegetation and staff followed the procedures outlined in City Ordinance 2009-590, which regulates the control and removal of noxious vegetation, culminating in the City ultimately having to abate the nuisance.
- B. Notices were prepared and sent to the owner of record, and physically posted at the property directing the owner to abate the nuisance. Despite numerous attempts to contact the property owner, the City was unable to gain compliance. After the notice period expired, the City employed a contractor to cut and remove the noxious vegetation from the property and subsequently sent a statement of costs and invoice for the costs incurred to be paid by the responsible party.
- C. Ordinance 2009-590 requires that for any noxious vegetation abatement exceeding \$1,000.00, City Council must hold a public hearing to determine the correctness of the Statement of Costs and to declare a lien against the property. The total cost for the abatement of the noxious vegetation in this case was \$3,190.00, which is why

this matter is now before the Council for consideration.

III. **Current Situation**

- A. The property has been abated, and the invoice has been sent to the property owner of record.
- B. Once City Council has determined the correctness of the Statement of Costs and declares a lien against the property, it may be possible for the City to recapture the costs of the abatement.

IV. **Analysis**

- A. **Strategic Impact** - None
- B. **Financial** - The Statement of Costs and invoiced amount shows the financial impact to be \$3,190.00. The costs to cut and dispose of the noxious vegetation have been paid out of the nuisance abatement budget, which is sufficient to cover those costs.
- C. **Timing** - Approval of the ordinance will allow the City to place a lien against the property so that costs may be recaptured for expenses associated with abating the noxious vegetation. The time and date for the public hearing has been set and appropriate notice has been published.
- D. **Policy/Legal** - The process and procedures outlined in Ordinance 2009-590 have been followed, and notice for this public hearing has been published. City Council is required to hold a public hearing to determine the correctness of the Statement of Costs and to declare a lien against the subject property.

V. **Alternatives**

- A. Adopt the attached Ordinance.
- B. Take no action - The City would not be able to recapture the costs of the abatement.

VI. **Recommendation**

Staff recommends that the City Council open the public hearing and receive testimony, and unless there are specific questions, close the public hearing and adopt the attached Ordinance Declaring a Lien Against Property Located at 981 Cater Ct N, Keizer, Oregon and Directing the City Recorder to Enter Such Lien in the Minor Lien Docket.

Attachments

- 1. Before-Afterpics-981 cater
- 2. ORD_CC_Declaring Lien - 981 Cater Court_11 4 2024

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





A BILL

ORDINANCE NO.
2024-_____

FOR

AN ORDINANCE

DECLARING A LIEN AGAINST PROPERTY LOCATED AT
981 CATER COURT NORTH, KEIZER, OREGON AND
DIRECTING THE CITY RECORDER TO ENTER SUCH
LIEN IN THE MINOR LIEN DOCKET PURSUANT TO
ORDINANCE NO. 2009-590 (PROVIDING FOR THE
CONTROL AND REMOVAL OF NOXIOUS VEGETATION);
DECLARING AN EMERGENCY

WHEREAS, the City of Keizer Ordinance No. 2009-590 provides that a Person
Responsible, as defined in the Ordinance, shall have the duty to abate noxious
vegetation as defined in the Noxious Vegetation Ordinance; and

WHEREAS, the person or persons responsible for the property located at 981
Cater Court North, Keizer, Oregon have failed to comply with the Keizer Noxious
Vegetation Ordinance (No. 2009-590) after being duly given the notice required under
such Ordinance; and

WHEREAS, the City Manager, or his designee was required to go upon such
property to remove the noxious vegetation under the power given to such city officials
under the Keizer Noxious Vegetation Ordinance; and

WHEREAS, after such work was performed, the City Manager or his designee
notified the persons responsible by certified mail of the sum of money due to the City

1 of Keizer for such work performed and such person was duly notified of the public
2 hearing to consider and assess such cost as a lien against the property; and

3 WHEREAS, pursuant to Keizer Noxious Vegetation Ordinance, the matter was
4 heard by the City Council at public hearing on November 4, 2024, after reasonable
5 opportunity for objections;

6 NOW, THEREFORE,

7 The City of Keizer ordains as follows:

8 Section 1. CORRECTNESS OF STATEMENT. The City Council declares
9 the correctness of the statement of costs as set forth in Exhibit “A”, attached hereto,
10 and by this reference incorporated herein.

11 Section 2. DECLARATION OF LIEN. The amount set forth on the
12 statement of costs regarding the property located at 981 Cater Court North, Keizer,
13 Oregon is declared to be a lien upon such property, as more particularly described in
14 Exhibit “B” attached, and by this reference incorporated herein.

15 Section 3. ENTRY IN LIEN DOCKET. The City Recorder is directed to
16 enter the amount set forth in Exhibit “A” into the minor lien docket and such amount
17 shall be a lien against the property described in Exhibit “B” from the date of such entry.
18 Such lien shall accrue interest at the rate of nine percent (9%) per annum from the date
19 of entry in the lien docket until paid.

1 Section 4. EMERGENCY CLAUSE. This Ordinance being necessary for
2 the immediate preservation of the public health, safety, and welfare, an emergency is
3 declared to exist and this Ordinance shall take effect immediately upon its passage.

4 PASSED this _____ day of _____, 2024.

5

6 SIGNED this _____ day of _____, 2024.

7

8

9

10

Mayor

11

12

13

City Recorder

EXHIBIT "A"

Noxious Vegetation Abatement at
981 Cater Court North, Keizer, Oregon

Statement of Costs Summary

Itemization of Abatement Costs if Paid Prior to October 25, 2024 Per Statement of
Costs Attached Hereto:

Nuisance Abatement	\$2,900.00
Administrative Charge	\$ 290.00

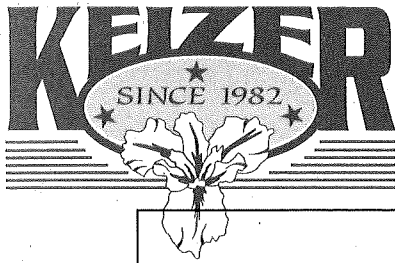
Additional Expenses Occurred as a Result of Failure to Pay by October 25, 2024:

Newspaper Publication	\$ 60.00
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Total Amount to Become a Lien Against the Property:

TOTAL COSTS	\$3,250.00
-------------	------------

Such lien shall accrue interest at the rate of nine percent (9%) per annum from the date
of entry in the lien docket until paid.



City of Keizer

Phone: (503) 390-3700 • Fax: (503) 393-9437
930 Chemawa Rd. N.E. • P.O. Box 21000 • Keizer, OR 97307-1000

City of Keizer
STATEMENT OF COSTS FOR NUISANCE ABATEMENT
At 981 Cater Court North, Keizer, Oregon

Date of this Statement: October 14, 2024

To: Leland Martinson (Responsible Person)
981 Cater Court North
Keizer, OR 97303

Joan Mann Martinson (Responsible Person)
981 Cater Court North
Keizer, OR 97303

1. Itemization of Abatement Costs:

<u>Item</u>	<u>Amount</u>
Removal of noxious vegetation	\$2,900.00
Administrative charge (10%)	\$ 290.00
TOTAL COSTS	\$3,190.00

2. Costs to be Assessed:

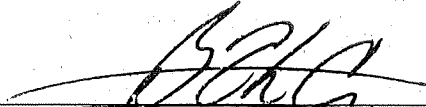
The above costs will be assessed against the subject property unless paid in full within ten (10) days from the date of this statement as shown above. Please address your payment to the City of Keizer, PO Box 21000, Keizer, OR 97307-1000.

3. Public Hearing:

The Keizer City Council will hold a public hearing on November 4, 2024, at 7:00 p.m. in the Robert L. Simon Council Chambers, Keizer Civic Center, 930 Chemawa Road NE, Keizer, Oregon, to determine the correctness of this Statement of Costs and to declare a lien against the subject property.

4. Interest to Accrue:

If not paid prior to October 25, 2024, the lien for costs shall bear interest at the rate of nine percent (9%) per annum from the date of entry of the lien, in the lien docket.


Ben Crosby
City of Keizer
Code Compliance Officer

"Pride, Spirit and Volunteerism"

EXHIBIT "B"

Lot 21, CATERWOOD ESTATES, in the City of Keizer,
County of Marion, State of Oregon.



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Adam Brown, City Manager
Subject: Solid Waste Haulers

Proposed Motion

I move that the Keizer City Council direct staff to schedule a public hearing for the purpose of moving our solid waste haulers to a fixed ten-year contract term.

I. Summary

Original agreements with Loren's Sanitation and Valley Solid Waste were initially entered into in February 1992. These two solid waste haulers have had the same defined service area within Keizer ever since that time through amendments and renewal options. A renewal option is available at the end of the calendar year and the city may need to hold a public hearing depending on the renewal option of the agreement.

II. Background

- A. Valley and Loren's Sanitation have been the city's solid waste haulers for 32 years. Under Ordinance 96-350, provision was made for a rolling franchise agreement. The agreement with both haulers automatically renews each year in one-year increments.
- B. The ordinance also allows the City Council to hold a public hearing on the terms of the agreement, after which the City could allow the contract to have a ten-year term. This would eliminate the need for annual rollovers. At the end of the ten years, the City and the haulers would have to agree to a new contract or ordinance extending the service agreement.

III. Current Situation

- A. Both haulers have served the community well in the performance of solid waste removal. We have no issues with service areas and both have set rates together with the City Council approval.
- B. Staff believes it would be in the best interest of the City to continue the agreement

for a ten-year term.

IV. Analysis

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - The term of the contract does not impact the ability for the City Council to continue to set rates nor does it impact the franchise fee.
- C. **Timing** - If the council is agreeable to extending the term of the contract for a fixed 10 years without having to do annual renewals, staff would need to schedule a public hearing before the end of the year.
- D. **Policy/Legal** - This decision can only be made by the Keizer City Council.

V. Alternatives

- A. Direct staff to schedule a public hearing to consider a fixed ten-year term.
- B. Take No Action - If the City Council takes no action, the contract will automatically renew for an additional year.

VI. Recommendation

Staff recommends holding a public hearing and allowing the contract to continue for another ten years.

Attachments

- 1. Loren's Agreement and Amendments
- 2. Valley Solid Waste Agreement and Amendments

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

CITY OF KEIZER
SOLID WASTE COLLECTION
FRANCHISE AGREEMENT

Agreement made this 17th day of February, 1992, by and between Loren's Sanitation Service, Inc., an Oregon corporation, hereinafter called "Franchisee", and the City of Keizer, an Oregon municipal corporation, hereinafter called "City".

RECITAL

City and Franchisee enter into this Agreement pursuant to Section 8(H) and Section 8(I)(1) of Ordinance No. 92-219, as amended from time to time, hereinafter referred to as "the Ordinance". Franchisee held a valid franchise issued by Marion County for the service area described below at the time of the enactment of the Ordinance.

AGREEMENT

The parties agree as follows:

1. The Franchisee is hereby franchised subject to the terms of this Agreement and the terms of the Ordinance to pickup and collect waste and solid waste for compensation from locations within the defined service area and to transport said waste and solid waste to disposal sites or facilities outside the City limits of the City of Keizer. The service area of this franchise shall be that area described in Exhibit "A", exclusive of any area now or hereafter outside the incorporated city limits of the City of Keizer.
2. The franchise granted hereunder and the term of this Agreement shall begin on February 3, 1992, and shall expire on December 31, 1999.
3. Franchisee agrees to provide collection service for waste, solid waste and recyclable material in the service area in accordance with the provisions of the Ordinance and in accordance with the standards and specifications which may from time to time be established by the City Council or the State of Oregon and to furnish all necessary skill, labor, equipment, materials, billing facilities, transportation facilities and related services required therefor.

4. Franchisee agrees to charge the fees and rates set by City Council order pursuant to the Ordinance.
5. Franchisee agrees and covenants to indemnify, defend and hold the City, its officers, agents and employees, harmless from any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorney fees or expenses, arising from any casualty or accident to person or property by reason of any act done under this franchise, by or for franchisee, its officers, agents or employees, or by reason of any neglect or omission of franchisee to keep its equipment or operating system in safe condition. Franchisee shall consult and cooperate with the City while conducting its defense of the City.
6. Franchisee hereby agrees to indemnify the City for any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly or indirectly, from franchisee's failure to conduct its business operations in accordance with federal, state or local laws governing such operation, unless franchisee's failure arises directly from the City's negligence or willful misconduct.
7. Franchisee shall pay to the City an annual franchise fee equal to three percent (3%) of Franchisee's gross annual income earned within the City of Keizer. This franchise fee is payable in quarterly installments within 30 days of the end of each calendar quarter. The franchise fee shall be calculated based upon the subject quarter's gross cash receipts from customers in the City of Keizer. The City may alter the annual franchise fee by order pursuant to the Solid Waste Ordinance as amended.
8. Franchisee shall secure and maintain insurance as required by the Ordinance. A certificate of such insurance is attached hereto as Exhibit "B".
9. Franchisee shall, upon demand, secure and maintain performance bonding in such amounts and at such times as may from time to time be required by the City of Keizer.
10. Franchisee and its employees are not employees of the City of Keizer. Franchisee is responsible to pay for all Social Security, unemployment compensation and Workers' Compensation assessments. Franchisee shall pay and be responsible for any and all federal and/or state taxes of whatever kind. Franchisee is responsible to pay to the appropriate agency all sums withheld from employees. Franchisee shall provide Workers' Compensation insurance coverage for all

individuals who perform labor under this Agreement before labor under this Agreement commences. Franchisee shall be responsible to verify employment eligibility for all persons performing labor for it pursuant to the Immigration Reform and Control Act of 1986. Upon request of the City, Franchisee shall provide the City with properly executed copies of Form I-9.

11. Franchisee may not subcontract out services required by this franchise, assign, mortgage or transfer this Agreement or the franchise granted hereunder except as provided by the Ordinance.
12. Franchisee shall comply faithfully with the terms of this Agreement and the Ordinance as it may from time to time be amended, and with any orders or determinations of the City Council made pursuant to the Ordinance. Any violation of this Agreement is a violation of the Ordinance and any remedies, penalties or appeals of such violation are governed by the terms of the Ordinance.

In witness whereof the parties hereto have executed this agreement as of the date first appearing above.

LOREN'S SANITATION SERVICE,
INC., an Oregon Corporation

By: Wayne A. Thacker

President
Title

February 17, 1992
Date

930606121
Tax or Federal ID Number

Recommended by:

Donald R. Kitter
City Manager

CITY OF KEIZER, an Oregon
Municipal Corporation

By: [Signature]
Mayor

March 4, 1992
Date

Approved as to form:

[Signature]
City Attorney



LOREN'S SANITATION SERVICE, INC.

COLLECTORS OF WASTE AND RECYCLING MATERIAL



1141 CHEMAWA RD. N. • KEIZER, OREGON 97303 • PHONE 393-2262

Legal Description of Service Area

From a point in the center of the Willamette River following the City of Keizer boundary line East, to the center of Jack St. N.; thence North to a point South of Appleblossom Ave. N.; thence from the center of Jack St N. East between Appleblossom Ave. N. and Wilshire Dr. N. to the center of 2nd St. N.; thence diagonally Southeast to a point on River Rd. N. between Plymouth Dr. N.E. and Shangrila N.E.; thence East to the center of the Salem Parkway; thence Northeast following the center of the Salem Parkway to a point between Kephart Ct. N.E. and Northview Dr. N.E.; thence West to the center of Verda Ln. N.E.; thence North to a point between Chelan St. N.E. and Wiessner Dr. N.E.; thence West to the center of Claggett Cr.; thence North to the center of Dearborn Dr N.E.; thence West to a point East of River Rd. N.; thence North to a point South of James St. N.E.; thence East to a point West of Bailey Rd. N.E.; thence North to the center of Chemawa Rd. N.E.; thence East to the center of Claggett Cr.; thence in a Northerly direction following the center of Claggett Cr. to a point intersecting with the North boundary line of the City of Keizer; thence West to a point where it intersects with a West boundary line of the City of Keizer; thence South to a point where it intersects with a North boundary line of the City of Keizer; thence West to a point where it intersects with a West boundary line of the City of Keizer; thence South to a point where it intersects with a South boundary line

of the City of Keizer; thence East where it intersects with a West boundary line; thence Southeast along Windsor Is. Rd. N. to a point where it intersects with a North boundary line of the City of Keizer; thence in a Northwest direction to a point where it intersects with a West boundary line of the City of Keizer; thence South to a point where it intersects with a North boundary line of the City of Keizer; thence West to a point where it intersects with a West boundary line of the City of Keizer; thence South to a point where it intersects with a North boundary line of the City of Keizer; thence West to where it intersects with a West boundary line of the City of Keizer; thence South to a point where it intersects with a South boundary line of the City of Keizer; thence East to a point where it intersects with a West boundary line of the City of Keizer; thence South to a point where it intersects with a North boundary line of the City of Keizer; thence West to a point where it intersects with a West boundary line of the City of Keizer; thence South to a point where it intersects with a South boundary line of the City of Keizer; thence East to a point where it intersects with a West boundary line of the City of Keizer; thence South to the center of the Willamette River; thence South following the center of the river to the point of beginning.

ACORD

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

02/19/92

PRODUCER

KBI Insurance, Inc
18650 SW Boones Ferry Rd
P.O. Box 888
Tualatin, OR 97062

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE
DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE
POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
LETTER **A** California Insurance Co.

COMPANY
LETTER **B**

COMPANY
LETTER **C**

COMPANY
LETTER **D**

COMPANY
LETTER **E**

INSURED

Lorens Sanitation Service
Inc
1141 Chemawa Rd N
Keizer OR 97303

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	OR911-9277	05/01/91	05/01/92	GENERAL AGGREGATE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGGR. \$ 2,000,000
	CLAIMS MADE ☒ OCCUR.				PERSONAL & ADV. INJURY \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED. EXPENSE (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY	OR911-9277	05/01/91	05/01/92	COMBINED SINGLE LIMIT \$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				
	EXCESS LIABILITY				EACH OCCURENCE \$
	UMBRELLA FORM				AGGREGATE \$
	OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE-POLICY LIMIT \$
					DISEASE-EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CANCELS & SUPERCEDES CERTIFICATE ISSUED 2/10/92

SEE ATTACHED ENDORSEMENT CG 20-12 (11-85)

CERTIFICATE HOLDER

CITY OF KEIZER
KEIZER CITY HALL
KEIZER, OREGON 97303

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO
MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE
LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR
LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

C H Kilhefer

POLICY NUMBER: OR911-9277

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED—
STATE OR POLITICAL SUBDIVISIONS—PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

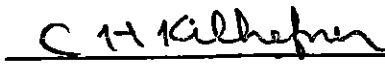
State or Political Subdivision:

City of Keizer
Keizer City Hall
Keizer, Oregon 97303

If no entry appears above, information required to complete this endorsement will be shown in the Declarations is applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for the state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."


KBI INSURANCE, INC.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R96- 903

3 AUTHORIZING THE MAYOR TO SIGN
4 THE AMENDMENT TO THE SOLID
5 WASTE COLLECTION FRANCHISE
6 AGREEMENT FOR LOREN'S
7 SANITATION SERVICE, INC.

8 WHEREAS, Ordinance No. 92-219 has been repealed and replaced by
9 Ordinance 96-350;

10 WHEREAS, the new Ordinance No. 96-350 allows for the terms of the Solid
11 Waste Collection Franchise Agreements to be extended on a year-to-year basis, also
12 known as a "rolling term";

13 WHEREAS, one of the existing franchisees, Loren's Sanitation Service, Inc.
14 has requested an amendment to the existing Franchise Agreement to reference the
15 new Ordinance and provide for a "rolling term"; NOW, THEREFORE,

16 BE IT RESOLVED by the City Council of the City of Keizer, that the Mayor
17 is authorized to execute the attached Amendment to Solid Waste Collection Franchise
18 Agreement on behalf of the City.

19 PASSED this 3rd day of June, 1996.

20 SIGNED this 3rd day of June, 1996.

21
22

Dennis Kelly
Mayor

23
24

Maureen Davis
City Recorder

25 824C1.005

FMAGIC

PAGE 1 - Resolution R96- 903

Lien & Johnson

Attorneys at Law
4855 River Road N.
Keizer, Oregon 97303
(503) 390-1635

**AMENDMENT TO SOLID WASTE COLLECTION
FRANCHISE AGREEMENT**

PARTIES: Loren's Sanitation Service, Inc., (hereinafter "Franchisee")
an Oregon corporation

The City of Keizer, an (hereinafter "City")
Oregon municipal corporation

RECITALS:

A. City and Franchisee entered into that certain Solid Waste Collection Franchise Agreement dated February 17, 1992 (hereinafter "Franchise Agreement") pursuant to Ordinance 92-219 to provide services to the residents of the City of Keizer for collection of solid waste and recyclable material.

B. The Ordinance referenced above has been repealed and replaced by Ordinance 96-350.

C. In such new Ordinance, provision has been made for a "rolling term" for the Franchise Agreement. City and Franchisee wish to enter into an amendment to the existing Franchise Agreement that references the new Ordinance and provides for the rolling term as allowed pursuant to the new Ordinance.

NOW THEREFORE, the parties agree as follows:

AGREEMENT:

1. All references to Ordinance No. 92-219 in the Solid Waste Collection Franchise Agreement shall be replaced by the new Ordinance 96-350 and the Franchisee shall operate in conformance with the new Ordinance.

2. Section 2 of the Solid Waste Collection Franchise Agreement dated February 17, 1992 is hereby amended to read as follows:

2. a. The franchise granted hereunder and the term of this Agreement shall begin on June 3, 1996 and shall expire on December 31, 2005 subject to the automatic extension of such franchise as provided below.

b. Unless the City Council takes timely action as noted in subsection (c) below, on January 1 of each year the franchise shall be extended for an additional year; i.e., at the end of the first year, an eleventh year shall be added; at the end of the second year, a twelfth year shall be added, subject to ORS 221.460.

c. The City Council may terminate such automatic extension after holding a public hearing prior to January 1 of each year. The City shall give the Franchisee no less than ten (10) days written notice of such public hearing.

3. Except as specifically modified herein, all remaining terms, conditions, obligations and duties set forth in the Franchise Agreement shall remain in full force and effect.

Dated: June 7, 1996

LOREN'S SANITATION
SERVICE, INC.,
an Oregon corporation

By: Wayne A. Thacker
Pres.

824C1.002

Dated: June 3, 1996

THE CITY OF KEIZER,
an Oregon municipal corporation

By: Dennis G. Galt

SECOND AMENDMENT TO SOLID WASTE COLLECTION FRANCHISE AGREEMENT

PARTIES: Loren's Sanitation and Recycling Service, Inc. (hereinafter "Franchisee")
an Oregon corporation

The City of Keizer, an Oregon (hereinafter "City")
municipal corporation

RECITALS:

A. City and Loren's Sanitation Service, Inc. entered into that certain Solid Waste Collection Franchise Agreement dated February 17, 1992 (hereinafter "Franchise Agreement") pursuant to Ordinance 92-219 to provide services to the residents of the City of Keizer for collection of solid waste and recyclable material.

B. The Ordinance referenced above has been repealed and replaced by Ordinance 96-360.

C. In Ordinance No. 96-360, a provision has been made for a "rolling term" for the Franchise Agreement.

D. City and Loren's Sanitation Service, Inc. entered into an Amendment to Solid Waste Collection Franchise Agreement dated June 7, 1996 (hereinafter "First Amendment") to reference Ordinance No. 96-360 and to provide for the rolling term as allowed pursuant to Ordinance No. 96-360.

E. Franchisee changed its name from Loren's Sanitation Service, Inc. to Loren's Sanitation and Recycling Service, Inc.

F. City and Franchisee wish to enter into a second amendment to the existing Franchise Agreement to amend the rolling term allowed pursuant to Ordinance No. 96-360 and entered into in the First Amendment.

NOW THEREFORE, the parties agree as follows:

AGREEMENT:

1. All references to Loren's Sanitation Service, Inc. in the Franchise Agreement and First Amendment shall be replaced with Loren's Sanitation and Recycling Service, Inc.

2. Section 2 of the Franchise Agreement dated February 17, 1992 and Section 2 of the First Amendment dated June 7, 1996 is hereby amended to read as follows:

2. (a) The franchise granted hereunder shall be for a "rolling term" and shall initially begin on June 3, 1996 and expire on December 31, 2005, subject to the automatic extension of such franchise as provided below.
- (b) Unless the City Council takes timely action as set forth in subsection (c) below, on January 1 of each year, the franchise shall be extended for an additional year: i.e., the remaining term is ten (10) years each January 1.
- (c) The City may terminate such automatic extension after holding a public hearing prior to January 1 of the year in which such termination is proposed. The City shall give the Franchisee no less than ten (10) days' notice of such public hearing.
- (d) If the City terminates the automatic extension after holding a public hearing, the Franchisee shall have a fixed ten (10) year term beginning on the prior January 1 extension date.
- (e) If the City terminates the automatic extension as stated in subsection (d), then the process for renewal of the fixed ten (10) year term shall be as stated in Section 8, Subsection I. of Ordinance No. 96-350.

3. Except as specifically modified herein, all remaining terms, conditions, obligations and duties set forth in the Franchise Agreement and First Amendment shall remain in full force and effect.

Dated: April 2, 03

LOREN'S SANITATION AND
RECYCLING SERVICE, INC.,
an Oregon corporation

By: Wayne A. Thackery, Pres.
Wayne A. Thackery, President

Dated: April 14, 2003

THE CITY OF KEIZER,
an Oregon municipal corporation

By: Lore Christopher
Lore Christopher, Mayor

COPY

LIEN & JOHNSON
Attorneys At Law
4855 River Rd. N.
Keizer, Oregon 97303

John A. Lien
E. Shannon Johnson
Tammie Harms - Legal Assistant

Telephone 503-390-1635
Fax 503-390-6557
Shannon@Keizerlaw.com

February 11, 2009

Michael Willis, President
Valley Recycling & Disposal, Inc.
PO Box 5700
Salem, OR 97304

Wayne Thackery, President
Loren's Sanitation and Recycling Service, Inc.
1141 Chemawa Rd. N.
Keizer, OR 97303

Re: *Correction of Scrivener's Error in Second Amendment to Franchise Agreement*

Dear Wayne and Mike:

This office represents the City of Keizer. It came to our attention that there was a scrivener's error in the Second Amendment to Solid Waste Collection Franchise Agreement. You may remember that this 2003 amendment implemented the "rolling term" for the franchise agreements.

There is a minor scrivener's error in the recitals section of the amendment. In several places on the first page in the Recitals, there was a reference to Ordinance 96-360. That particularly Ordinance has nothing to do with solid waste franchise matters, the correct Ordinance number is Ordinance 96-350.

Michael Willis
Wayne Thackery
Page 2
February 11, 2009

Since the reference is a simple scrivener's error, does not appear in the body of the actual Resolution or Ordinance, and it is only in the Recitals section of the Amendment, our office has determined that formal action by the City Council or your companies is not required. On behalf of the City and as an authorized City representative, I am writing this letter to give formal notification of this error. I would request that you attach this letter to your Second Amendment to Solid Waste Collection Franchise Agreement to acknowledge and memorialize this correction.

If you have any questions or concerns in this regard, please do not hesitate to contact me. Thank you.

Yours truly,

LIEN & JOHNSON



By: E. Shannon Johnson

ESJ/tmh
c: City Recorder

CITY OF KEIZER
SOLID WASTE COLLECTION
FRANCHISE AGREEMENT

Agreement made this 10 day of February, 1992,
by and between Valley Solid Waste Management Corp., an Oregon
corporation, dba Valley Garbage Service, hereinafter called
"Franchisee", and the City of Keizer, an Oregon municipal
corporation, hereinafter called "City".

RECITAL

City and Franchisee enter into this Agreement pursuant to
Section 8(H) and Section 8(I)(1) of Ordinance No. 92-219, as
amended from time to time, hereinafter referred to as "the
Ordinance". Franchisee held a valid franchise issued by Marion
County for the service area described below at the time of the
enactment of the Ordinance.

AGREEMENT

The parties agree as follows:

1. The Franchisee is hereby franchised subject to the
terms of this Agreement and the terms of the Ordinance
to pickup and collect waste and solid waste for
compensation from locations within the defined service
area and to transport said waste and solid waste to
disposal sites or facilities outside the City limits
of the City of Keizer. The service area of this
franchise shall be that area described in Exhibit "A",
exclusive of any area now or hereafter outside the
incorporated city limits of the City of Keizer.
2. The franchise granted hereunder and the term of this
Agreement shall begin on February 3, 1992, and shall
expire on December 31, 1999.
3. Franchisee agrees to provide collection service for
waste, solid waste and recyclable material in the
service area in accordance with the provisions of the
Ordinance and in accordance with the standards and
specifications which may from time to time be
established by the City Council or the State of Oregon
and to furnish all necessary skill, labor, equipment,
materials, billing facilities, transportation
facilities and related services required therefor.

4. Franchisee agrees to charge the fees and rates set by City Council order pursuant to the Ordinance.
5. Franchisee agrees and covenants to indemnify, defend and hold the City, its officers, agents and employees, harmless from any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorney fees or expenses, arising from any casualty or accident to person or property by reason of any act done under this franchise, by or for franchisee, its officers, agents or employees, or by reason of any neglect or omission of franchisee to keep its equipment or operating system in safe condition. Franchisee shall consult and cooperate with the City while conducting its defense of the City.
6. Franchisee hereby agrees to indemnify the City for any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly or indirectly, from franchisee's failure to conduct its business operations in accordance with federal, state or local laws governing such operation, unless franchisee's failure arises directly from the City's negligence or willful misconduct.
7. Franchisee shall pay to the City an annual franchise fee equal to three percent (3%) of Franchisee's gross annual income earned within the City of Keizer. This franchise fee is payable in quarterly installments within 30 days of the end of each calendar quarter. The franchise fee shall be calculated based upon the subject quarter's gross cash receipts from customers in the City of Keizer. The City may alter the annual franchise fee by order pursuant to the Solid Waste Ordinance as amended.
8. Franchisee shall secure and maintain insurance as required by the Ordinance. A certificate of such insurance is attached hereto as Exhibit "B".
9. Franchisee shall, upon demand, secure and maintain performance bonding in such amounts and at such times as may from time to time be required by the City of Keizer.
10. Franchisee and its employees are not employees of the City of Keizer. Franchisee is responsible to pay for all Social Security, unemployment compensation and Workers' Compensation assessments. Franchisee shall pay and be responsible for any and all federal and/or state taxes of whatever kind. Franchisee is responsible to pay to the appropriate agency all sums withheld from employees. Franchisee shall provide Workers' Compensation insurance coverage for all

individuals who perform labor under this Agreement before labor under this Agreement commences. Franchisee shall be responsible to verify employment eligibility for all persons performing labor for it pursuant to the Immigration Reform and Control Act of 1986. Upon request of the City, Franchisee shall provide the City with properly executed copies of Form I-9.

11. Franchisee may not subcontract out services required by this franchise, assign, mortgage or transfer this Agreement or the franchise granted hereunder except as provided by the Ordinance.
12. Franchisee shall comply faithfully with the terms of this Agreement and the Ordinance as it may from time to time be amended, and with any orders or determinations of the City Council made pursuant to the Ordinance. Any violation of this Agreement is a violation of the Ordinance and any remedies, penalties or appeals of such violation are governed by the terms of the Ordinance.

In witness whereof the parties hereto have executed this agreement as of the date first appearing above.

VALLEY SOLID WASTE MANAGEMENT
CORP., an Oregon Corporation,
dba VALLEY GARBAGE SERVICE

CITY OF KEIZER, an Oregon
Municipal Corporation

By: Gerald E. Willis

By: [Signature]
Mayor

President
Title

March 4, 1992
Date

February 10, 1992
Date

93-0862430
Tax or Federal ID Number

Recommended by:

Approved as to form:

[Signature]
City Manager

[Signature]
City Attorney

EXHIBIT A

VALLEY GARBAGE SERVICE

That tract of land shown on the attached service area map situated in Township 6-7 South, Range 3 West and Township 6 South, Range 2 West of the Willamette Meridian, Marion County, Oregon, which is more particularly described as follows:

Beginning at a point in the center of Ridge Dr. that is the Southeast corner of the property of Tax Account No. 10826-001, the property line which is also the line which represents the back property line of residences on the South side of Northview Drive NE (CR 7307); thence Westerly along property line to the center of Verda Lane NE (CR 703); thence Northerly along the center of Verda Lane NE to approximately 200 feet North of the intersection of Verda Lane NE (CR 703) and Chelans Street NE (7303) (a private road to the West); thence Westerly in a straight line to the center of Claggett Creek, thence Northerly on the centerline of Claggett Creek to the South side of Dearborn Avenue NE (CR 711); thence Westerly on the South side of Dearborn Avenue NE (CR 711) to River Road North (MR 24); thence Northerly on the East side of River Road North (MR 24) to James Street (CR 7216); thence Easterly on the South side of James Street (CR 7216) to the end of James Street (CR 7216); thence North on property lines to Chemawa Road NE (CR 619); thence East on the South side of Chemawa Road NE (CR 619) to Rickman Road NE (CR 7212); thence East on the center of Chemawa Road NE (CR 619) to the middle of Claggett Creek; thence Northwesterly on the centerline of Claggett Creek to the Southwest corner of Section 23 of Township 6 South, Range 3 West; thence North to the Northwest corner of Section 23 of Township 6 South,

Range 3 West of the Willamette Meridian; thence Northeasterly to the point on a curve of Ravena Street North (CR 604) (Where Ravena Street North (CR 604) turns to the North); thence North on the West side of Ravena Street North (CR 604) to the intersection of Ravena Street North (CR 604) and Salmon Street North (CR 603); thence East on the North side of Salmon Street North (CR 603) to the intersection of Salmon Street North (CR 603) and 4th Avenue (CR 603); thence North on the West side of 4th Avenue (CR 603) to the intersection of 4th Avenue (CR 603) and Trout Street (CR 603); thence East on the North side of Trout Street (CR 603) to the intersection of Trout Street (CR 603) and Wheatland Road (MR 24); thence Northwesterly on the West side of Wheatland Road (MR 24) to the intersection of Wheatland Road (MR 24) and Waconda Road (CR 602); thence Easterly in the center of Waconda Road (CR 602) to the intersection of Waconda Road (CR 602) and Interstate Highway 5 (I-5); thence Southerly in the center of Interstate Highway 5 (I-5) to Keizer Road (CR 702); thence Westerly on Keizer Road (CR 702) to Ridge Drive NE (CR 618); thence Southerly in the center of Ridge Drive (CR 618) to the place of beginning.

Service to the inside of Boundary, save and except service on both sides in these areas:

Dearborn Avenue NE (CR 711) from Claggett Creek to River Road North (MR 24)

Ravena Street North (CR 604) from a point where it turns to the North to Salmon Street North (CR 604)

Salmon Street (CR 604) from Ravena Street North (CR 604) to 4th Avenue (CR 603)

4th Avenue (CR 603) from Salmon Street (CR 604) to Trout Street (CR 603)

Trout Street (CR 603) from 4th Avenue (CR 603) to Wheatland Road (MR 24)

Wheatland Road (MR 24) from Trout Street (CR 603)
to Waconda Road (CR 602)

No service in these areas:

River Road North (MR 24) from Dearborn Avenue NE
(CR 711) to James Street

James Street (CR 7216) from River Road (MR 24)
to its East end of James Street (CR 7216)

Chemawa Road NE (CR 619) from a point due North
to the East end of James Street (CR 7216)
to Rickman Road NE (CR 7212)

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

11/01/91

PRODUCER

KBI Insurance, Inc
18650 SW Boones Ferry Rd
P.O. Box 888
Tualatin, OR 97062

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** CALIFORNIA INSURANCE CO.

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

INSURED

Valley Solid Waste Mgmt.
P.O. Box 5700
Salem OR 97304

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. OWNER'S & CONTRACTOR'S PROT.	OR911-9504	11/01/91	11/01/92	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGGR. \$ 2,000,000 PERSONAL & ADV. INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED. EXPENSE (Any one person) \$ 5,000
AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY	OR911-9504	11/01/91	11/01/92	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Exhibit B page 1 of 2

SEE ATTACHED FORM CG20-12

CERTIFICATE HOLDER

CITY OF KEIZER
P.O. BOX 21000
SALEM, OR

97307

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

C.H. Kilhefner

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED—
STATE OR POLITICAL SUBDIVISIONS—PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State or Political Subdivision: City of Keizer
P.O. Box 5700
Salem, OR 97304

If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

.. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to:

- a. "Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for the state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

C.H. Kilhefner

KBI INSURANCE, INC.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R96- 902

3 AUTHORIZING THE MAYOR TO SIGN
4 THE AMENDMENT TO THE SOLID
5 WASTE COLLECTION FRANCHISE
6 AGREEMENT FOR VALLEY SOLID
7 WASTE MANAGEMENT CORP., DBA
8 VALLEY GARBAGE SERVICE

9 WHEREAS, Ordinance No. 92-219 has been repealed and replaced by
10 Ordinance 96-350;

11 WHEREAS, the new Ordinance No. 96-350 allows for the terms of the Solid
12 Waste Collection Franchise Agreements to be extended on a year-to-year basis, also
13 known as a "rolling term";

14 WHEREAS, one of the existing franchisees, Valley Solid Waste Management
15 Corp., dba Valley Garbage Service has requested an amendment to the existing
16 Franchise Agreement to reference the new Ordinance and provide for a "rolling
17 term"; NOW, THEREFORE,

18 BE IT RESOLVED by the City Council of the City of Keizer, that the Mayor
19 is authorized to execute the attached Amendment to Solid Waste Collection Franchise
20 Agreement on behalf of the City.

21 PASSED this 3rd day of June, 1996.

22 SIGNED this 3rd day of June, 1996.

23 Denis Kelso
24 Mayor
25 Gracyn H. Davis
26 City Recorder
27 824C1.007

AMENDMENT TO SOLID WASTE COLLECTION FRANCHISE AGREEMENT

PARTIES: Valley Solid Waste Management Corp., (hereinafter "Franchisee")
an Oregon corporation, dba Valley
Garbage Service

The City of Keizer, an (hereinafter "City")
Oregon municipal corporation

RECITALS:

A. City and Franchisee entered into that certain Solid Waste Collection Franchise Agreement dated February 17, 1992 (hereinafter "Franchise Agreement") pursuant to Ordinance 92-219 to provide services to the residents of the City of Keizer for collection of solid waste and recyclable material.

B. The Ordinance referenced above has been repealed and replaced by Ordinance 96-350.

C. In such new Ordinance, provision has been made for a "rolling term" for the Franchise Agreement. City and Franchisee wish to enter into an amendment to the existing Franchise Agreement that references the new Ordinance and provides for the rolling term as allowed pursuant to the new Ordinance.

NOW THEREFORE, the parties agree as follows:

AGREEMENT:

1. All references to Ordinance No. 92-219 in the Solid Waste Collection Franchise Agreement shall be replaced by the new Ordinance 96-350 and the Franchisee shall operate in conformance with the new Ordinance.

2. Section 2 of the Solid Waste Collection Franchise Agreement dated February 17, 1992 is hereby amended to read as follows:

2. a. The franchise granted hereunder and the term of this Agreement shall begin on June 3, 1996 and shall expire on December 31, 2005, subject to the automatic extension of such franchise as provided below.

b. Unless the City Council takes timely action as noted in subsection (c) below, on January 1 of each year the franchise shall be extended for an additional year; i.e., at the end of the first year, an eleventh year shall be added; at the end of the second year, a twelfth year shall be added, subject to ORS 221.460.

c. The City Council may terminate such automatic extension after holding a public hearing prior to January 1 of each year. The City shall give the Franchisee no less than ten (10) days written notice of such public hearing.

3. Except as specifically modified herein, all remaining terms, conditions, obligations and duties set forth in the Franchise Agreement shall remain in full force and effect.

Dated: June 7, 1996

VALLEY SOLID WASTE
MANAGEMENT CORP.,
an Oregon corporation, dba
VALLEY GARBAGE SERVICE

By: Michael Willes

824C1.006

Dated: June 3, 1996

THE CITY OF KEIZER,
an Oregon municipal corporation

By: Dennis G. W.

SECOND AMENDMENT TO SOLID WASTE COLLECTION FRANCHISE AGREEMENT

PARTIES: Valley Solid Waste Management Corp., (hereinafter "Franchisee")
an Oregon corporation, dba Valley
Recycling & Disposal, Inc.

The City of Keizer, an Oregon (hereinafter "City")
municipal corporation

RECITALS:

A. City and Valley Solid Waste Management Corp., dba Valley Garbage Service entered into that certain Solid Waste Collection Franchise Agreement dated February 17, 1992 (hereinafter "Franchise Agreement") pursuant to Ordinance 92-219 to provide services to the residents of the City of Keizer for collection of solid waste and recyclable material.

B. The Ordinance referenced above has been repealed and replaced by Ordinance 96-360.

C. In Ordinance No. 96-360, a provision has been made for a "rolling term" for the Franchise Agreement.

D. City and Valley Solid Waste Management Corp., dba Valley Garbage Service entered into an Amendment to Solid Waste Collection Franchise Agreement dated June 7, 1996 (hereinafter "First Amendment") to reference Ordinance No. 96-360 and to provide for the rolling term as allowed pursuant to Ordinance No. 96-360.

E. Franchisee changed its name from Valley Solid Waste Management Corp., dba Valley Garbage Service to Valley Solid Waste Management Corp., dba Valley Recycling & Disposal, Inc.

F. City and Franchisee wish to enter into a second amendment to the existing Franchise Agreement to amend the rolling term allowed pursuant to Ordinance No. 96-360 and entered into in the First Amendment.

NOW THEREFORE, the parties agree as follows:

AGREEMENT:

1. All references to Valley Solid Waste Management Corp., dba Valley Garbage Service in the Franchise Agreement and First Amendment shall be replaced with Valley Solid Waste Management Corp., dba Valley Recycling & disposal, Inc.

2. Section 2 of the Franchise Agreement dated February 17, 1992 and Section 2 of the First Amendment dated June 7, 1996 is hereby amended to read as follows:

2. (a) The franchise granted hereunder shall be for a "rolling term" and shall initially begin on June 3, 1996 and expire on December 31, 2005, subject to the automatic extension of such franchise as provided below.
- (b) Unless the City Council takes timely action as set forth in subsection (c) below, on January 1 of each year, the franchise shall be extended for an additional year: i.e., the remaining term is ten (10) years each January 1.
- (c) The City may terminate such automatic extension after holding a public hearing prior to January 1 of the year in which such termination is proposed. The City shall give the Franchisee no less than ten (10) days' notice of such public hearing.
- (d) If the City terminates the automatic extension after holding a public hearing, the Franchisee shall have a fixed ten (10) year term beginning on the prior January 1 extension date.
- (e) If the City terminates the automatic extension as stated in subsection (d), then the process for renewal of the fixed ten (10) year term shall be as stated in Section 8, Subsection I. of Ordinance No. 96-350.

///

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///

///

3. Except as specifically modified herein, all remaining terms, conditions, obligations and duties set forth in the Franchise Agreement and First Amendment shall remain in full force and effect.

Dated: 4/02/03

Dated: April 16, 2003

VALLEY SOLID WASTE MANAGEMENT
CORP., an Oregon corporation,
dba VALLEY RECYCLING &
DISPOSAL, INC.

THE CITY OF KEIZER,
an Oregon municipal corporation

By: Michael Willis
Michael Willis, President

By: Lore Christopher
Lore Christopher, Mayor

COPY

LIEN & JOHNSON
Attorneys At Law
4855 River Rd. N.
Keizer, Oregon 97303

John A. Lien
E. Shannon Johnson
Tammie Harms - Legal Assistant

Telephone 503-390-1635
Fax 503-390-6557
Shannon@Keizerlaw.com

February 11, 2009

Michael Willis, President
Valley Recycling & Disposal, Inc.
PO Box 5700
Salem, OR 97304

Wayne Thackery, President
Loren's Sanitation and Recycling Service, Inc.
1141 Chemawa Rd. N.
Keizer, OR 97303

Re: *Correction of Scrivener's Error in Second Amendment to Franchise Agreement*

Dear Wayne and Mike:

This office represents the City of Keizer. It came to our attention that there was a scrivener's error in the Second Amendment to Solid Waste Collection Franchise Agreement. You may remember that this 2003 amendment implemented the "rolling term" for the franchise agreements.

There is a minor scrivener's error in the recitals section of the amendment. In several places on the first page in the Recitals, there was a reference to Ordinance 96-360. That particularly Ordinance has nothing to do with solid waste franchise matters, the correct Ordinance number is Ordinance 96-350.

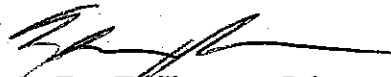
Michael Willis
Wayne Thackery
Page 2
February 11, 2009

Since the reference is a simple scrivener's error, does not appear in the body of the actual Resolution or Ordinance, and it is only in the Recitals section of the Amendment, our office has determined that formal action by the City Council or your companies is not required. On behalf of the City and as an authorized City representative, I am writing this letter to give formal notification of this error. I would request that you attach this letter to your Second Amendment to Solid Waste Collection Franchise Agreement to acknowledge and memorialize this correction.

If you have any questions or concerns in this regard, please do not hesitate to contact me. Thank you.

Yours truly,

LIEN & JOHNSON



By: E. Shannon Johnson

ESJ/tmh

c: City Recorder



To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Tim Wood, Assistant City Manager

Subject: Event Center Use Fee Waiver - Greater North East Keizer Neighborhood Association (GNEKNA) - Safety Empowerment Awareness Event

Proposed Motion

I move the City Council approve a waiver of the Event Center use fee of \$2,250 for the GNEKNA Safety Empowerment Awareness Event on December 10, 2024.

I. Summary

The GNEKNA has requested a waiver of the use fee for the use of the Iris Ballroom in the Keizer Event Center for their event on December 10, 2024. The event is from 5:00 pm to 8:00 pm and is free and open to the public. It is estimated to have between 200 and 250 in attendance.

The event is a community forum with multiple guest speakers to talk about safety, empowerment and awareness.

The total use fee for the event is \$2,250 and includes a room use fee of \$1,950 (includes a 25% discount for Keizer-based non-profit entities) and use of the stage and audio/visual equipment for an additional \$300. The GNEKNA would be responsible for a \$1,500 refundable deposit.

Staff will be required to set up the room prior to the event, be available during the event, and clean/restore the room after the event. The approximate staff time for the events is 8 hours, totaling approximately \$400.

II. Background

- A. The City received a completed Event Center Use Agreement on September 18, 2024 for the December 10, 2024 event.
- B. On October 16, 2024 the City received a fee waiver request for the event.

III. **Current Situation**

- A. No other events are scheduled for this date and time.
- B. The City has received the Certificate of Liability Insurance for the event.

IV. **Analysis**

- A. **Strategic Impact** - Not applicable
- B. **Financial** - The financial impact of this request is a reduction in use income for the Event Center of \$2,250.
- C. **Timing** - The event is scheduled for December 10, 2024.
- D. **Policy/Legal** - Resolution R2024-3435 - Adopting Use Policies and Rates for the Keizer Event Center: Repealing Resolution R2023-3423, indicates that the City Council may reduce or waive rates, deposits or other costs for certain uses if, in the Council's sole discretion, the use is a significant benefit to the Keizer community considering such factors as the City's fixed and non-fixed costs, staff resources, wear and tear on the facility, and other factors deemed appropriate by Council.

V. **Alternatives**

- A. Approve a waiver of the Event Center use fee of \$2,250.
- B. Take no action and the City will charge the applicable use fees for access to the Event Center.

VI. **Recommendation**

Staff recommends the Council approve a waiver of the Event Center use fee fo \$2,250 for the GNEKNA Safety Empowerment Awareness event on December 10, 2024.

Attachments

1. LTR_CC_GNEKNA Fee Waiver Request_11 04 2024
2. RES_CC_R2024-3435_2023-01-02 - Adopting Use Policies and Rates for the Keizer Event Center_11 04 2024

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

Greater Northeast Keizer Neighborhood Association

GNEKNA

503-991-1671

Hello, I am writing to you on behalf of Greater Northeast Keizer Neighborhood Association-GNEKNA. We are asking for a fee waiver for the December 10th Community Safety Awareness gathering. We ask for all fees to be waived and for the use the Ballrooms needed to gather all the Salem and Keizer Neighborhood Associations and the people in those communities.

Tammy Kunz and Jacqueline Green, our President and Vice President have been attending those Neighborhood Association meetings in person and online, with the Support of Jeannette Richter from one of our Salem Neighborhood Associations. She is part of Northgate, and Northeast Neighbors as she lives on the border.

GNEKNA is working on building community engagement throughout Salem and Keizer. Building stronger communities working across the boundaries as we are all dealing with similar issues, such as tagging in our communities. Safety concerns and learning how to engage within communities is a vital role we play for our City of Keizer.

As this is my first time submitting this waiver, I ask for your forgiveness if I haven't done this or it correctly. I am sharing that we should be hosting at least ten to twelve from each Neighborhood Association, additionally five Neighborhood Family Councils. Salem Staff has been invited, Salem Commissioners, Salem City Council, Salem and Keizer Mayors, Keizer City Council, staff, and both communities from Salem and Keizer. We are planning on 200 to 250 people.

Without the fee waiver we will not be able to use this community Safety Awareness gathering to learn how the new safety action plan is going

to help make our communities safer. We will lose the education from Keizer Cert on Safety-Tammy Salvador with our traffic/bikeways/pedestrians on how the neighborhood Traffic Management Plan will work within the community because the education is vital for the families and communities. We will also lose the education from our Safe Routes to school-Beth Schmidt.

We should not need insurance coverage as it is the night of Greater Northeast Neighborhood Association or GNEKNA and they are not going to attend due to the Miracle of Light show, but some of those people will be in attendance and have already reached out. Keizer CERT is also part of the presentation team and this is the normal night they are meeting.

Thank you,

If you need more information, please reach out to Tammy Kunz, our President, again if I misspoke. Please forgive me; this is out of the norm. We have already had the Neighborhood Association from Keizer and Salem say they will be in attendance.

GNEKNA Board, Liz, Shawn S, Jim, J, Bev, Kathy L and seven others
Tammy Kunz 971-701-3008

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2024-3435

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

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

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

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

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

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

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

20 NOW, THEREFORE,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 10
- 11 3. Other Agreements Exempt. Organizations with specific agreements for
- 12 Event Center Room use are not subject to the above rates. The City
- 13 Manager is authorized to negotiate and reduce the use rates for
- 14 organizations who request repeating scheduled use for a term not exceeding
- 15 two (2) years.
- 16
- 17 4. Council Approved Uses. The City Council may reduce or waive rates,
- 18 deposits or other costs for certain uses if, in the Council's sole discretion,
- 19 the use is a significant benefit to the Keizer community considering such
- 20 factors as the City's fixed and non-fixed costs, staff resources, wear and
- 21 tear on the facility, and other factors deemed appropriate by Council.
- 22
- 23 5 Additional Facility Charges. The City Manager is authorized to adopt and
- 24 impose surcharges for rental rates for additional facilities, including, but not
- 25 limited to stages, audio/visual equipment, computer equipment, kitchen
- 26 usage and additional labor expenses. The City Manager is authorized to
- 27 impose deposits, fees or additional charges as City Manager may deem
- 28 appropriate in their discretion.
- 29
- 30 6 Use Rates Subject to Facility Agreement. The use rates set forth herein are
- 31 subject to the provisions of the Facility Use Agreement as authorized by the
- 32 City Manager. The City Manager is authorized to amend the use rates if in
- 33 the City Manager's discretion such amended rates provide increased
- 34 transient occupancy taxes, other identifiable economic benefits to the
- 35 citizens of the City as a whole, or other identifiable fiscal benefits to the
- 36 City of Keizer administratively.
- 37
- 38
- 39
- 40
- 41
- 42

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

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

7 PASSED this 2nd day of January, 2024.

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

10
11
12
13
14
15

Anthony Clark
Mayor

Dawn Wilson
Deputy City Recorder



To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Adam Brown, City Manager
Bill Lawyer, Public Works Director

Subject: Salem Keizer Area Transportation Study Grant Funding Request for Wheatland Road Multi Modal Improvement Project

Proposed Motion

I move that the Keizer City Council adopt Resolution R2024-_____ Authorizing the Public Works Director to Apply for Funding for the Wheatland Road Multi Modal Corridor Project - Phase I From Salem-Keizer Area Transportation System (SKATS).

I. Summary

The Salem-Keizer Area Transportation System (SKATS) is seeking applications for project funding from the agencies within their boundaries. This is a combined solicitation to award funding available through four federal programs –Surface Transportation Block Grant-Urban (STBG-U), Transportation Alternatives-Urban (TA-U), Congestion Mitigation and Air Quality (CMAQ), and the Carbon Reduction Program (CRP). These applications will be requesting funding in the Federal Fiscal Years 2027-2032 with the pre-applications due Wednesday, November 20, 2024 and the final application due Tuesday, February 25, 2025.

Staff worked with the consultant that created the Multi Modal Corridor Plan for Wheatland Road to determine the phasing for the construction of the project. We believe splitting it into two phases is the best approach. The first phase of the project will be from the north end of the corridor from Jay's Drive south to Aldridge Drive.

II. Background

- A. Wheatland Road serves as the major north-south arterial providing connectivity to the northwest quadrant of the City of Keizer that connects River Road to the urban growth boundary and rural Marion County. The existing roadway is substandard and accessibility is limited. There are significant gaps and deficiencies in the sidewalk and bicycle network (including ADA accessibility) and there is a lack of safe crossing locations.
- B. A project to widen Wheatland Road and allow for continuous bike lanes, separated sidewalks, rain gardens, and landscaping has already been identified in the SKATS

Regional Transportation System Plan, Project K015. This proposed project on Wheatland Road will construct those identified improvements and more, creating a multimodal corridor that removes barriers for all modes of travel, provides the latest urban safety improvements for pedestrians (refuge medians, street lighting, buffered bike lanes, and multi-use path), and improves connectivity to transit facilities while creating a safe and enjoyable experience for all users. Furthermore, this project is not only intended to improve the multimodal experience and facilities within the area, but also to incorporate a streetscape design that will strengthen the identity and character of adjacent neighborhoods, parks, and schools.

III. **Current Situation**

- A. At this time, the City of Keizer is seeking funding for Phase 1 of this project. Phase 1 will include the segment of Wheatland Road from the north project limits (Jays Drive) to Aldridge Drive NE that spans approximately 1.04 miles. This project segment was selected for the following reasons:
1. Connects neighborhoods to schools (Forest Ridge and Clear Lake Elementary Schools) with multi-use path, sidewalks and buffered bike lanes.
 2. Provides significant neighborhood connection to a multi-use path that provides access to the majority of residences on the west side of Wheatland Road (Pierce, Fenwick, Ridgemont, etc.)
 3. Include safety improvements at both school crossing locations along the corridor
 4. Fewer private property impacts
 5. Accomplishes the key goals of the project
 6. Preserves the majority of the existing curbs constructed

IV. **Analysis**

- A. **Strategic Impact** - This project addresses one of the Council's long-term goals of completing sidewalk gaps.
- B. **Financial** - The application to be submitted requires a 10.27% match from the City, which is estimated to be \$608,984.71, the total estimated cost for Phase 1 is \$5,929,744.00. The City's required match may include Street Fund revenues or other grant funding sources such as All Roads Transportation Safety (ARTS) or Safe Routes to Schools (SRTS).
- C. **Timing** - Pre-applications are due on November 20, 2024 and full applications are due on February 25, 2025.
- D. **Policy/Legal** - Projects eligible for funding must be in the SKATS MPO Boundary, which we are. City Council support by resolution is required for the grant application.

V. Alternatives

- A. Adopt the attached Resolution authorizing the Pulic Works Director to apply for the grant.
- B. Take No Action - The City will not be eligible for SKATS funding without a resolution of support.

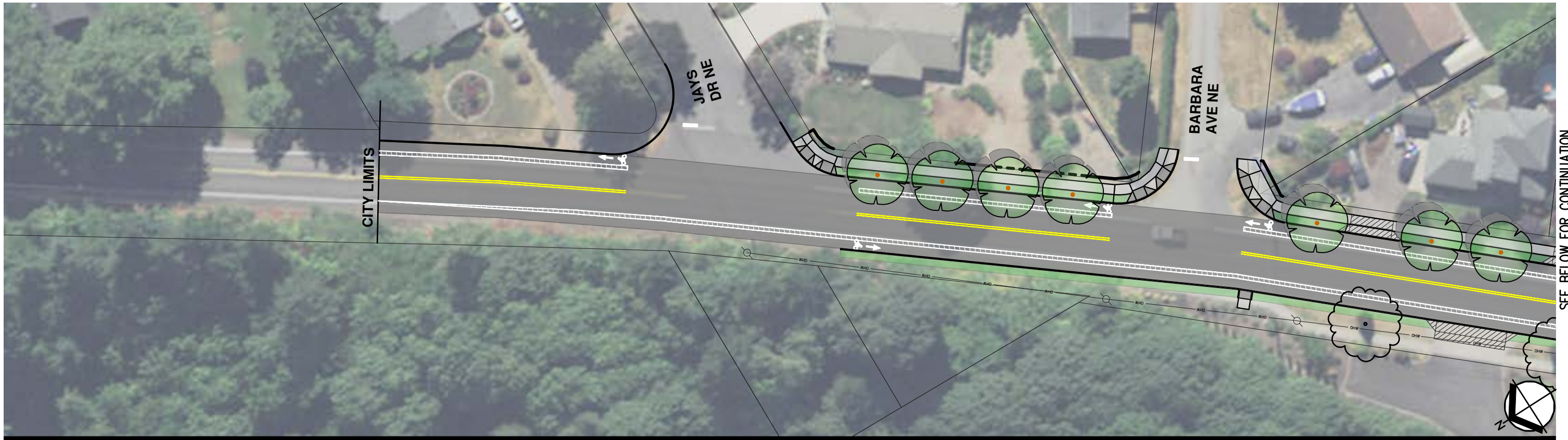
VI. Recommendation

Staff recommends the City Council adopt the attached Resolution authorizing the Public Works Director to apply for funding from SKATS for the Wheatland Road Multi Modal Corridor Project Phase 1.

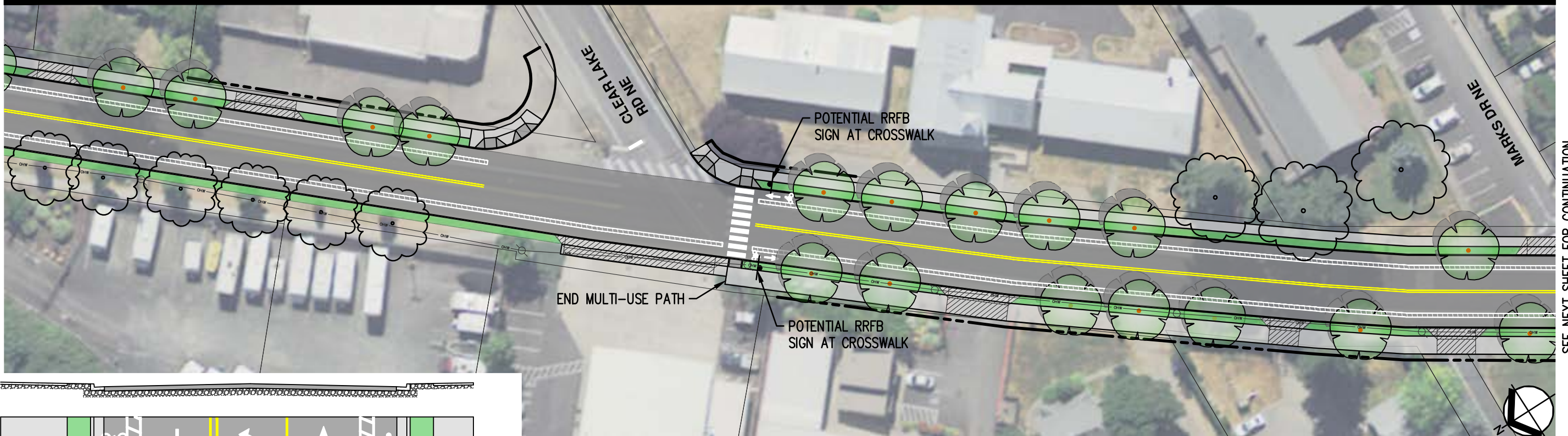
Attachments

- 1. Corridor Plan Conceptual Drawing - Recommended Alternative
- 2. Project Summary Sheet
- 3. Project Vicinity Map
- 4. Cost Est- Alt 3- Ph 1
- 5. RES_CC_Authorizing Public Works Director to Apply for SKATS Grant - Wheatland Road_11 4 2024

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

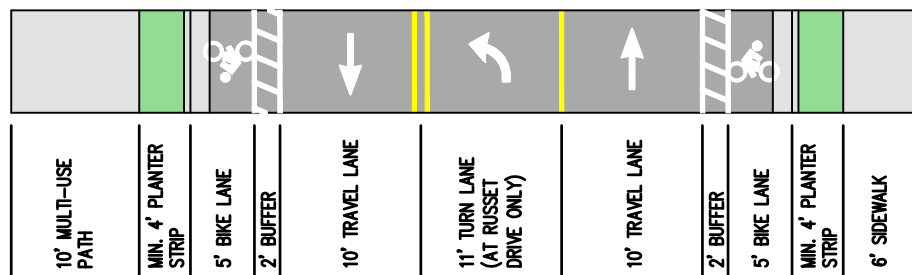


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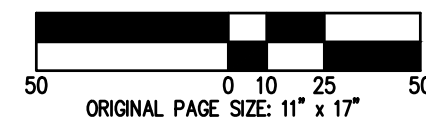


PROPOSED STREET TREE



ALT #3 ROW NEEDED= ±25,389 SF

SCALE: 1"= 50 FEET



DATE: 11/30/2021

DESIGN ALTERNATIVE #3

WHEATLAND ROAD MULTIMODAL CORRIDOR

AKS ENGINEERING & FORESTRY, LLC
3700 RIVER RD N, STE 1
KEIZER, OR 97303
503.400.6028 WWW.AKS-ENG.COM

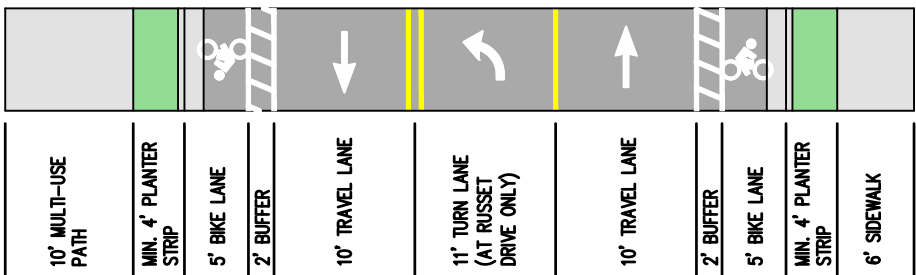
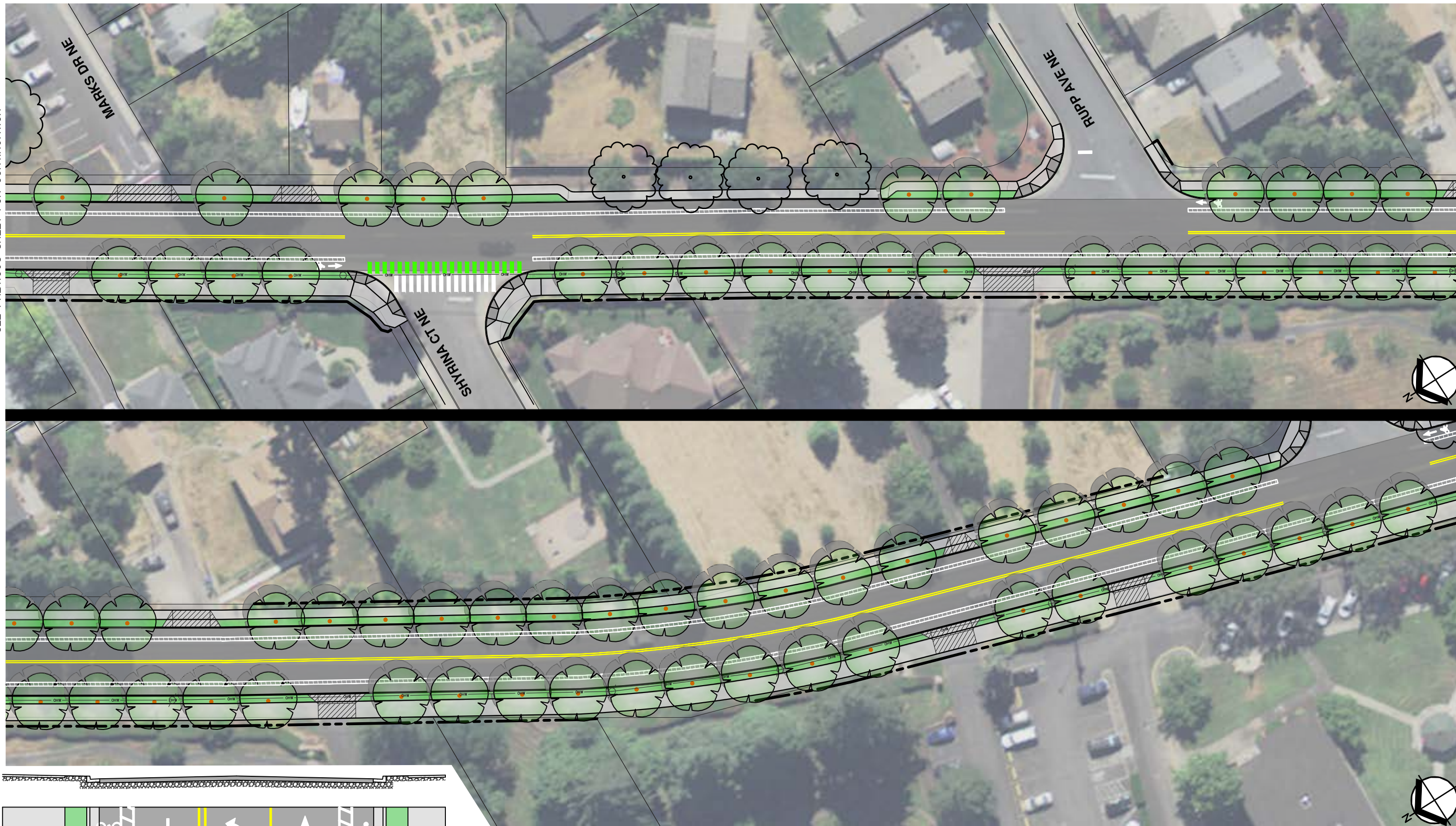


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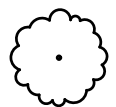
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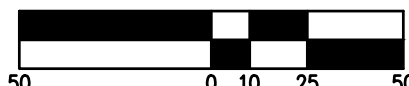


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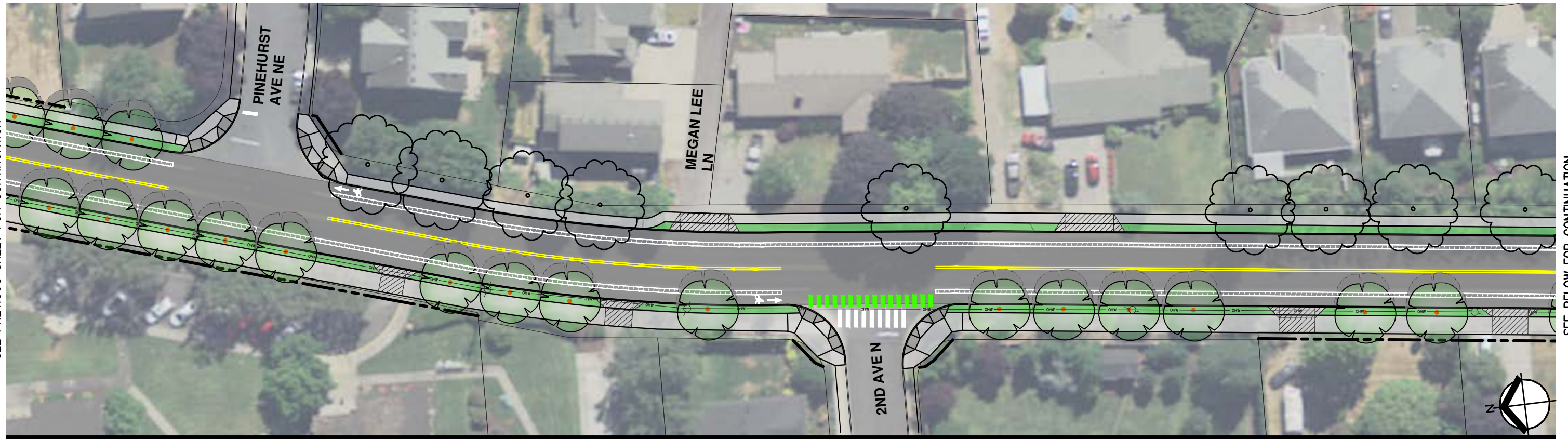
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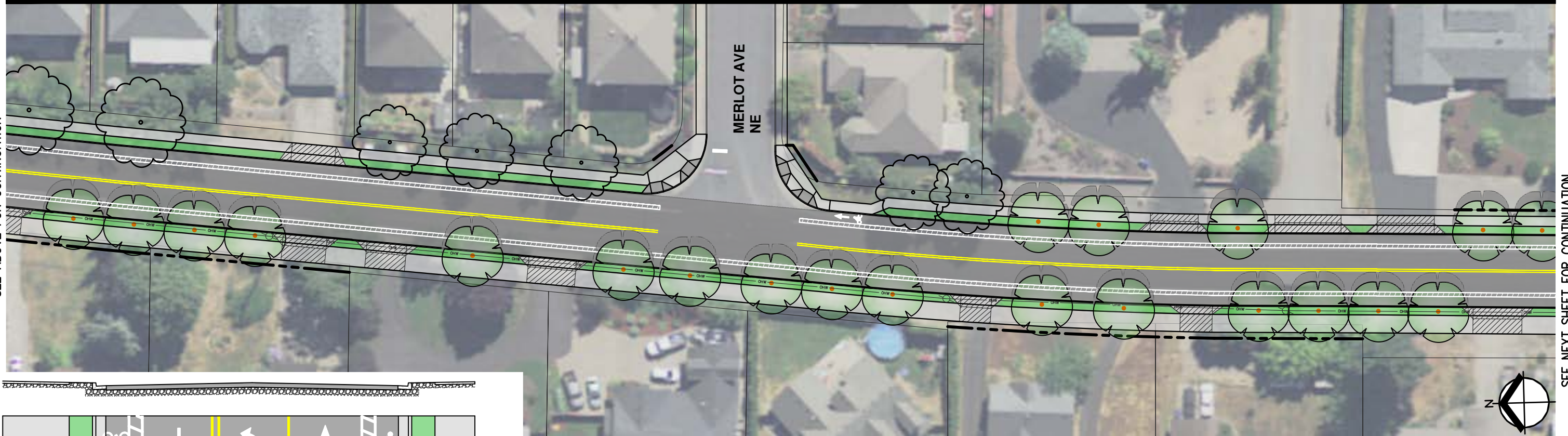
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10' MULTI-USE PATH	MIN. 4' PLANTER STRIP	5' BIKE LANE	2' BUFFER	10' TRAVEL LANE	11' TURN LANE (AT RUSSET DRIVE ONLY)	10' TRAVEL LANE	2' BUFFER	5' BIKE LANE	MIN. 4' PLANTER STRIP	6' SIDEWALK
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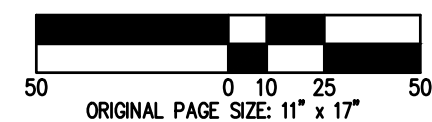


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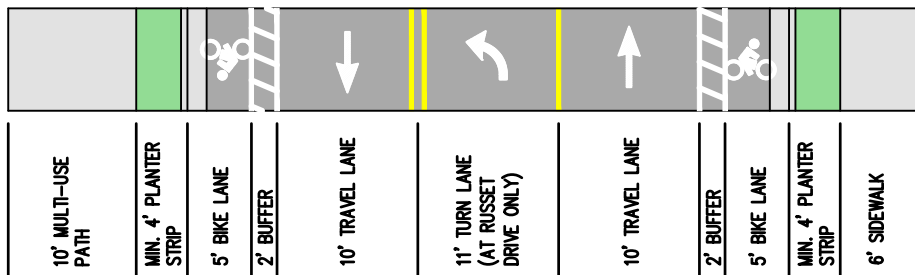
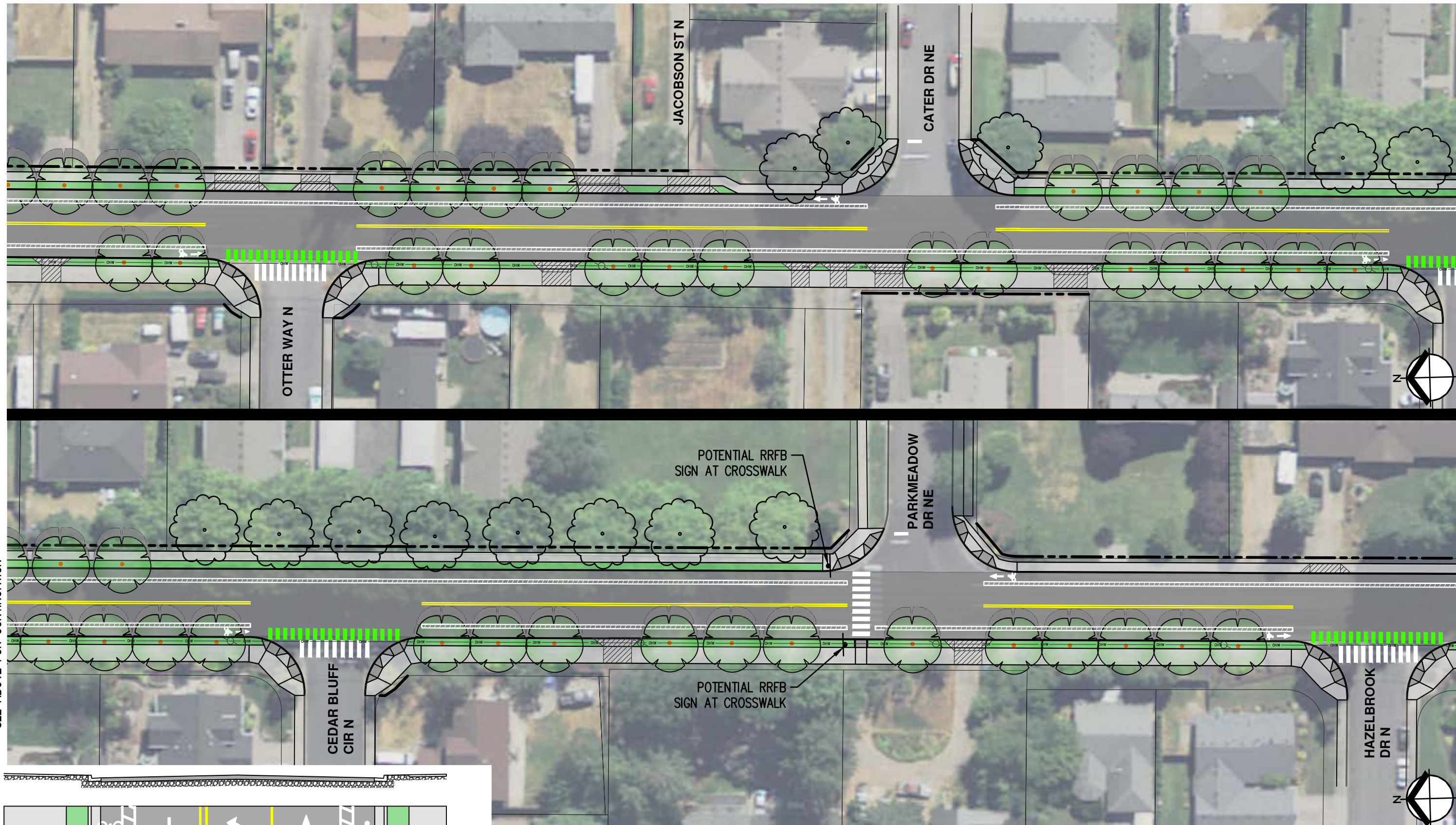


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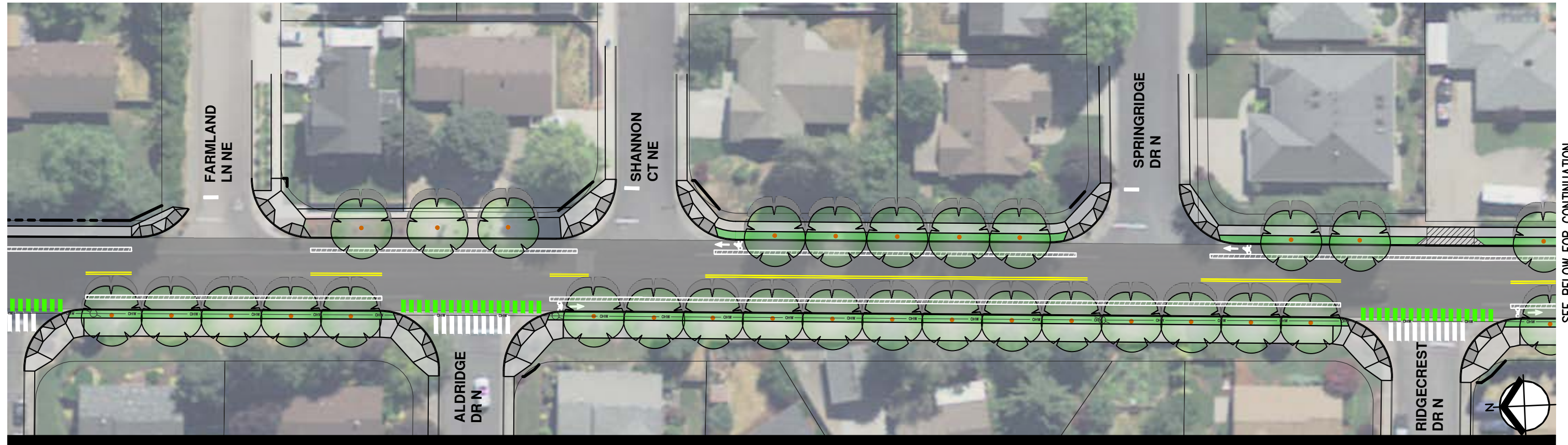
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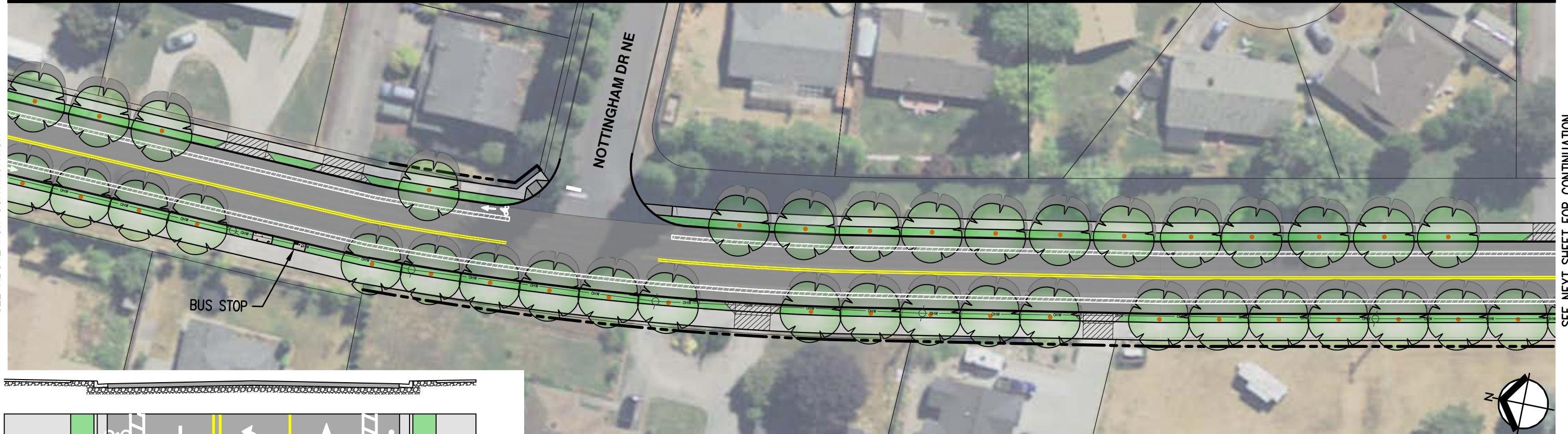
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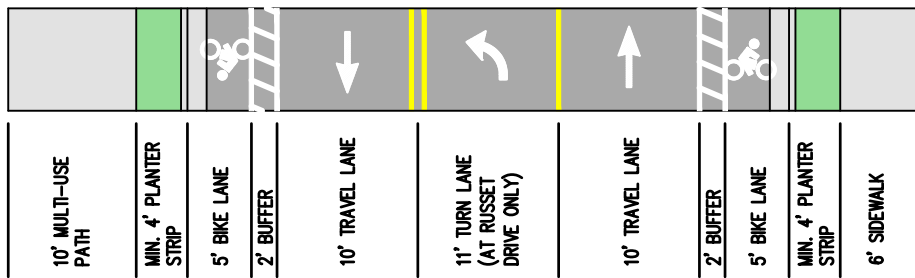
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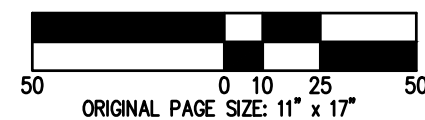


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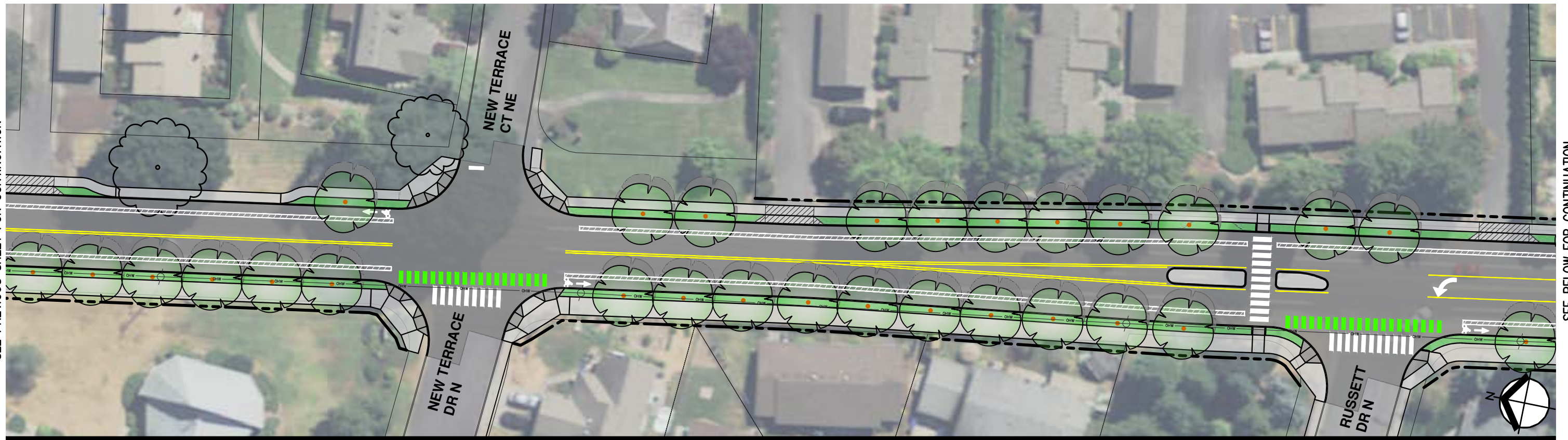
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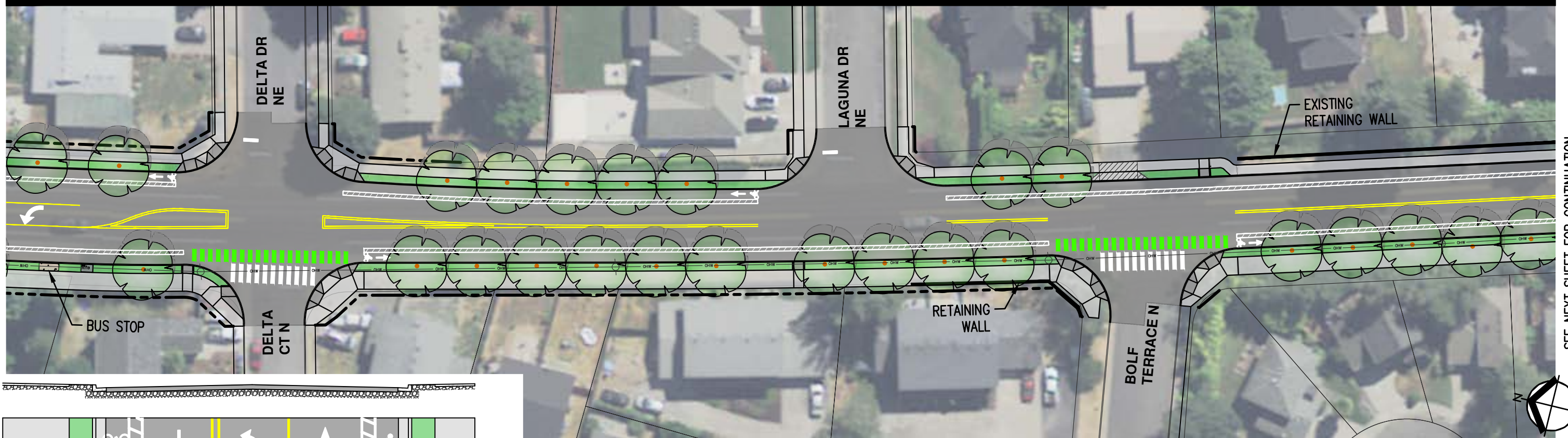


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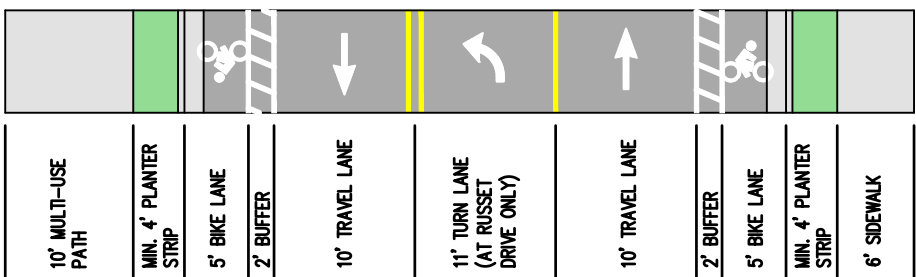
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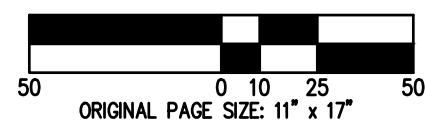


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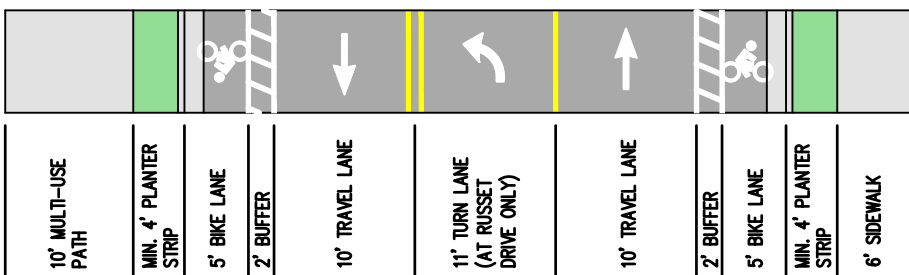
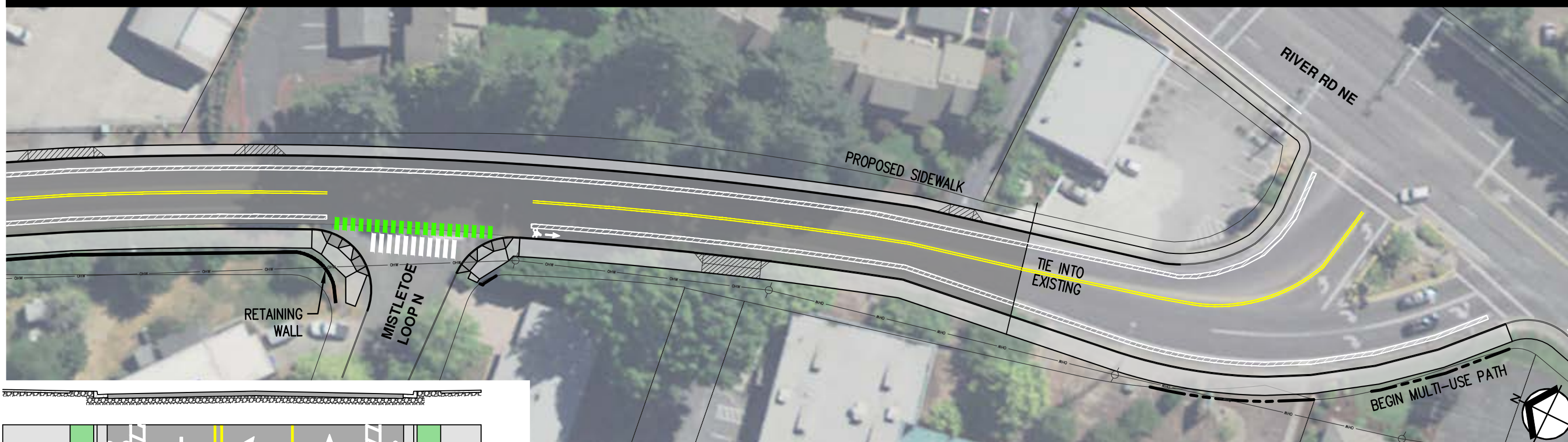
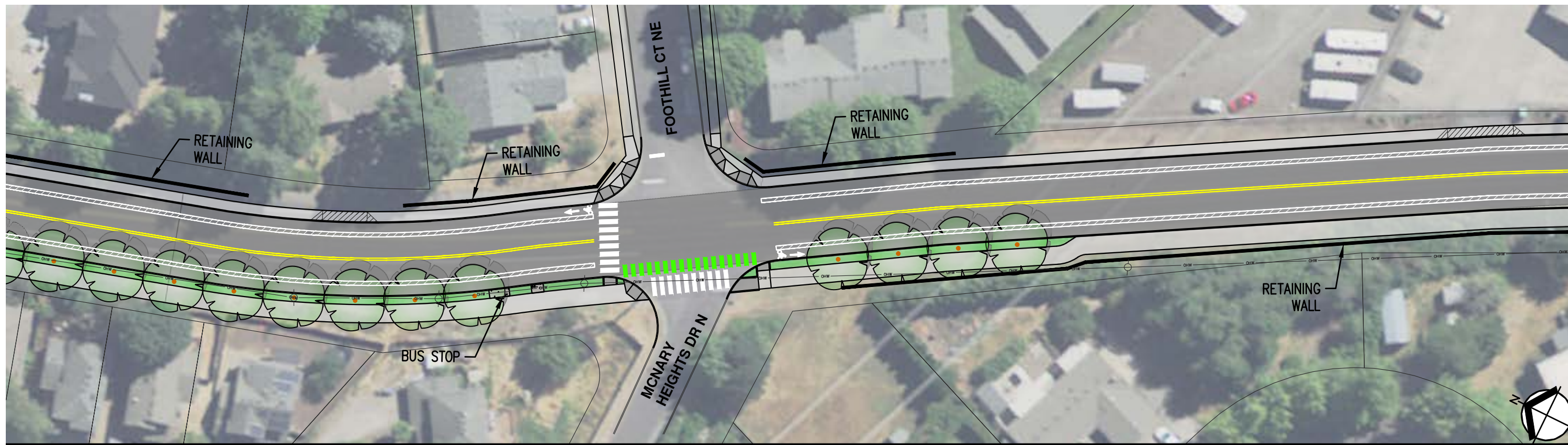


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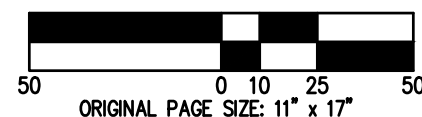


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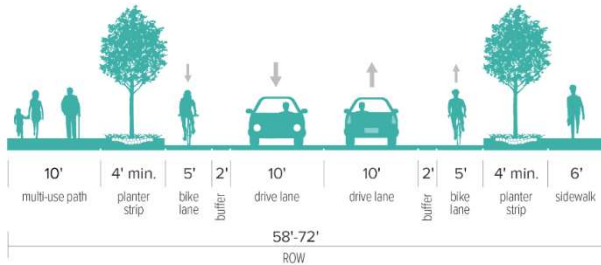
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PROJECT SUMMARY

Project No. _____

Wheatland Road Multimodal Improvement Project**Project Visual:****Project Description:**

The Wheatland Road Multimodal Improvement Project will construct multimodal improvements as identified in the SKATS RTSP Project K015, creating a corridor that removes barriers for all modes of travel, provides the latest urban safety improvements for pedestrians (refuge medians, street lighting, buffered bike lanes, and a multi-use path), and improves connectivity to transit facilities while creating a safe and enjoyable experience for all users.

Furthermore, this project is not only intended to improve the multimodal experience and facilities within the area, but also to incorporate a streetscape design that will strengthen the identity and character of adjacent neighborhoods, parks, and schools.

At this time, the City of Keizer is seeking funding for Phase 1 of this project. Phase 1 will include the segment of Wheatland Road from the north project limits (Jays Drive) to Aldridge Drive NE that spans approximately 1.04 miles.

Project Quick Facts

Location	Wheatland Road
Cross street(s)	River Road to Jays Drive (north City limits)
Length in feet	Total Project = 1.89 mi. (9,800 ft) Phase 1 = 1.04 mi (5,500 ft)
RTSP functional class	Minor Arterial
Type of project	Urban multimodal improvement
5-year crash history	54 crashes between 2014 – 2018
Bike/pedestrian volumes	Moderate

Project Ranking

(Leave Blank)

Initial Project Ranking*

_____ of _____

*Subject to change after Policy Committee review

Estimated Project Cost	
Current traffic volume	8,600 ADT
Transit ridership	Served by Route 9 (4 bus stops)
Completion/purchase year	2028
Federal funds requested	\$5,320,759.29
Local match	\$608,984.71
Total project cost	\$5,929,744.00

Contact Information

Sponsoring organization	City of Keizer		
Contact person & title	Bill Lawyer – Public Works Director		
Contact e-mail	lawverb@keizer.org	Phone	503-390-3700

For questions regarding the development of the Transportation Improvement Program:
contact Karen Odenthal 503-540-1608 or kodenthal@mwvcog.org

STUDY AREA

— STUDY CORRIDOR

○ STUDY INTERSECTION





PRELIMINARY ENGINEER'S ESTIMATE

ODOT SPEC	DESCRIPTION	UNIT PRICE	UNIT	QTY	AMOUNT
PART 00100, ODOT (GENERAL CONDITIONS) & 00200, ODOT (TEMPORARY FEATURES & APPURTENANCES)					
00210	Mobilization	\$ 370,000	L.S.	1	\$ 370,000
00220-00270	Temporary Traffic Control, Work Access/Containment, Temporary Access and Fencing	\$ 135,000	L.S.	1	\$ 135,000
00280	Erosion and Sediment Control	\$ 35,000	L.S.	1	\$ 35,000
PART 00300, ODOT (ROADWORK)					
00305	Construction Surveying	\$ 40,000	L.S.	1	\$ 40,000
00310	Removal of Structures and Obstructions (incl. sawcut)	\$ 65,000	L.S.	1	\$ 65,000
00320	Clearing and Grubbing	\$ 35,000	L.S.	1	\$ 35,000
00330	General excavation	\$ 20	C.Y.	7000	\$ 140,000
PART 00400, ODOT (DRAINAGE & SEWERS)					
00445	New 12" PVC Storm Pipe, 5-Foot Depth	\$ 92	L.F.	740	\$ 68,080
00470	Stormwater drainage, quantity, and quality retrofit improvements	\$ 2	S.F.	140000	\$ 280,000
00470	New Catch Basins	\$ 2,700	EA.	19	\$ 51,300
00470	Replace existing Catch Basins, extend lateral and connect to existing storm drain	\$ 3,300	EA.	0	\$ -
00470	New Storm Drain Manholes (Shallow)	\$ 4,500	EA.	4	\$ 18,000
00490	Post pave MH adjustment	\$ 800	Ea.	3	\$ 2,400
PART 00500, ODOT (BRIDGES)					
00510	Structure Excavation (Retaining Walls)	\$ 40	CY	0	\$ -
00596B	Modular Retaining Walls	\$ 110	S.F.	0	\$ -
PART 00700, ODOT (WEARING SURFACES)					
00759	6' Sidewalk (4" PCC, 3300 psi)	\$ 9	S.F.	29000	\$ 261,000
00759	10' Multi-use Path (4" PCC, 4000 psi)	\$ 10	S.F.	47900	\$ 479,000
00759	PCC Driveway Drops	\$ 3,500	E.A.	47	\$ 164,500
00759	Curb Ramps (per corner)	\$ 7,500	E.A.	28	\$ 210,000
00759	Curb and gutter	\$ 35	L.F.	6220	\$ 217,700
00744	Level 3, 1/2- inch ACP	\$ 120	TON	1360	\$ 163,200
PART 00600, ODOT (BASES)					
00620	Cold Plane Pavement Removal	\$ 6	S.Y.	1360	\$ 8,160
00640	Aggregate Base	\$ 35	TON	1950	\$ 68,250
PART 00800, ODOT (PERMANENT TRAFFIC SAFETY & GUIDANCE DEVICES)					
00860-00865	Striping	\$ 98,000	L.S.	1	\$ 98,000
PART 00900, ODOT (PERMANENT TRAFFIC CONTROL & ILLUMINATION DEVICES)					
00900	Rapid Flashing Beacon	\$ 30,000	EA	2	\$ 60,000
00940	Signage	\$ 48,000	EA	1	\$ 48,000
00970	Street lighting	\$ 235,000	EA	1	\$ 235,000
PART 01000 ODOT (ROW DEVELOPMENT & CONTROL)					
01040	Landscape	\$ 12	S.Y.	5900	\$ 70,800
01040	Planting - Street Trees 2" Caliper	\$ 500	EA.	170	\$ 85,000
01050	Replace private yard items, signs, decorative walls, fences, etc	\$ 28,000	L.S.	1	\$ 28,000
01070	Mailboxes	\$ 12,000	L.S.	1	\$ 12,000
PART 01100 ODOT (WATER SUPPLY SYSTEMS)					
01120	Irrigation Restoration	\$ 17,000	L.S.	1	\$ 17,000
01140	Potable Water Pipe and Fittings - Extend fire hydrant runs and water services (incl. test, flush, chlorination)	\$ 19,450	L.S.	1	\$ 19,450
OTHER					
	Franchise Utilities	\$ 65,000	L.S.	1	\$ 65,000
	Bus Shelter/Benches	\$ 7,500	EA	0	\$ -

CONSTRUCTION SUBTOTAL \$ **3,549,840**
CONTINGENCY (30%) \$ **1,064,952**

ROW and Construcion Easement Acquisition \$ **250,000**
Engineering and Administration (30%) \$ **1,064,952**
ALTERNATIVE 3 PROJECT TOTAL \$ **5,929,744**

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2024-_____

AUTHORIZING THE PUBLIC WORKS DIRECTOR TO APPLY
FOR FUNDING FOR THE WHEATLAND ROAD MULTI
MODAL CORRIDOR PROJECT – PHASE I FROM SALEM-
KEIZER AREA TRANSPORTATION SYSTEM (SKATS)

WHEREAS, the Salem-Keizer Area Transportation System (SKATS) is seeking
applications for project funding in Federal Fiscal Years 2027-2032;

WHEREAS, the City of Keizer desires to participate in this grant program to the
greatest extent possible for the Wheatland Road Multi Modal Corridor Project Phase I;

WHEREAS, the City of Keizer hereby estimates costs will be approximately
\$5,929,744;

WHEREAS, the City of Keizer hereby certifies that the City match will be
approximately 10.27% of the total project cost and that may include Street Fund revenues
or other grant funding sources such as All Roads Transportation Safety (ARTS) or Safe
Routes to Schools (SRTS);

WHEREAS, the deadline for submitting the pre-application expires on November
20, 2024. The final application is due February 25, 2025;

WHEREAS, the authority to sign the application must be authorized by the City
Council;

NOW, THEREFORE,

1 BE IT RESOLVED by the City Council of the City of Keizer that the Public Works
2 Director is authorized to apply for Salem-Keizer Area Transportation System (SKATS)
3 funding for the Wheatland Road Multi Modal Corridor Project Phase I.

4 BE IT FURTHER RESOLVED that the local match shall be from the Street Fund
5 revenues or other grant funding sources such as All Roads Transportation Safety (ARTS)
6 or Safe Routes to Schools (SRTS) and shall be budgeted accordingly.

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

9 PASSED this _____ day of _____, 2024.

10
11 SIGNED this _____ day of _____, 2024.

12
13
14 _____
Mayor

15
16 _____
17 City Recorder



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Joseph Lindsay, City Attorney
Subject: Repealing Resolution 2017-2809, A Resolution Regarding Replacement Funding

Proposed Motion

I move to adopt Resolution R2024-____ Repealing Resolution R2017-2809 (Affirming Intent of the City Council of the City of Keizer Regarding Replacement Funding for Economic Development).

I. Summary

The Urban Renewal Agency of the City of Keizer passed a resolution in 2012 to use funds from Keizer Station Area A Local Improvement District (LID) defaulted properties to fund improvements in the River Road Renaissance project. After the URA terminated, the Keizer City Council passed the resolution at hand to use any such funds from defaulted properties for economic development more generally. If the Council wishes to have these funds available for means other than that category, they can repeal the 2017 resolution. Upon repeal, the Council can consider a follow-up resolution to direct funds to pay down the City's PERS Unfunded Accrued Liability.

II. Background

- A. The Urban Renewal Agency of the City of Keizer passed Resolution UR2012-516 in September 2012 to ensure that any funds from Keizer Station Area A Local Improvement District (LID) defaulted properties would be used to fund improvements in accordance with the River Road Renaissance project. After the URA terminated, the Keizer City Council passed Resolution R2017-2809 to order the use of funds from defaulted properties in Area A LID to be spent on economic development more generally.

III. Current Situation

- A. There is currently an option to purchase nearly 7 acres of City-owned property in Keizer Station Area A LID. The funds from the option are coming due within 45 days of the signing of the option. The first annual payment is \$15,000. And an additional access payment is also due in the amount of \$750 dollars. Resolution R2017-2809

requires these funds to be spent on economic development. Moreover, if the property option is exercised, the resulting approximate \$875,000 would likewise need to be spent on economic development unless this resolution is repealed.

- B. The City Council and Budget Committee agreed on a strategy to move funds from the sale of city-owned properties to a side account that would be used to bring down our unfunded accrued liability (UAL). Each dollar put away now has a net present value of nearly double what we put away.
- C. At the October 21, 2024, general council meeting, the Keizer City Council asked that the repeal resolution return to them with a separate resolution in tandem that would direct these funds to pay down the City's PERS Unfunded Accrued Liability as a separate action.

IV. Analysis

- A. **Strategic Impact** - If funds were able to be used to pay down the City's portion of the PERS pension liability, then the savings would lower the City's annual PERS payments for more fiscal stability.
- B. **Financial** - If the money from the option or sale of the Area A LID properties could be invested in paying down the City's portion of the PERS pension liability, then the savings to the City over time would amount to an almost doubling of funds.
- C. **Timing** - The first annual option payment for one of the City-owned parcels in Area A LID are nearly due, so if the City desires to fund anything other than economic development, then it needs to repeal this resolution.
- D. **Policy/Legal** - The City Council has the power to repeal its own restrictive resolution.

V. Alternatives

- A. Adopt the attached resolution repealing R2017-2809 as-is, freeing up how this money can be spent. Then consider passing the tandem resolution.
- B. Leave the resolution in place and have more money to be spent on economic development.
- C. Amend the resolution to add more or different categories of how these monies can be spent.

VI. Recommendation

Staff recommends adopting the resolution repealing R2017-2809.

Attachments

- 1. Resolution No. R2017-2809
- 2. RES_CC_Repealing Resolution R2017-2809_11 4 2024

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2017- 2809

AFFIRMING INTENT OF THE CITY COUNCIL OF THE
CITY OF KEIZER REGARDING REPLACEMENT
FUNDING FOR ECONOMIC DEVELOPMENT

WHEREAS, the Urban Renewal Agency of the City of Keizer adopted Resolution
UR2012-156 on September 17, 2012 regarding replacement funding for the River Road
Renaissance project;

WHEREAS, several successful improvements were completed under the River
Road Renaissance project;

WHEREAS, funding for the River Road Renaissance project was stopped to
divert Urban Renewal funds to provide for critical funding to the Keizer Station Area A
Local Improvement District (Area A LID);

WHEREAS, the Ninth Amendment to the River Road Urban Renewal Plan calls
for using Urban Renewal funding for LID commitments, and also calls for the eventual
sale of the Area A LID defaulted properties. The Plan further provides for
reimbursement agreements under which the net sale proceeds from such defaulted
properties will be used first to reimburse affected jurisdictions and pay for costs of the
foreclosure and Urban Renewal process;

1 WHEREAS, the Urban Renewal Agency of the City of Keizer has been
2 terminated;

3 WHEREAS, the City Council of the City of Keizer wishes to affirm that after
4 commitments are satisfied, that any remaining sale proceeds from Area A LID defaulted
5 properties be used for economic development in the City of Keizer;

6 NOW, THEREFORE,

7 BE IT RESOLVED by the City Council of the City of Keizer as follows:

8 Section 1. AFFIRMATION OF INTENT. It is the intent of the City Council to
9 use any remaining sale proceeds from Area A LID defaulted properties for economic
10 development in the City of Keizer pursuant to the terms of this Resolution.

11 Section 2. APPLICATION OF AREA A DEFAULTED PROPERTY SALE
12 PROCEEDS. It is the intent of the City Council to honor the Area A LID reimbursement
13 agreements between the City and the affected jurisdictions. Therefore, all net sale
14 proceeds shall be used as called for in such reimbursement agreements to reimburse the
15 affected jurisdictions their forgone revenue.

16 After repayment in full to all affected jurisdictions and payment of all associated
17 costs, it is the intent of the City Council for net remaining funds, if any, from the sale of
18 the Area A LID defaulted properties to fund economic development in the City of
19 Keizer.

20

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2024-_____

REPEALING RESOLUTION R2017-2809 (AFFIRMING
INTENT OF THE CITY COUNCIL OF THE CITY OF
KEIZER REGARDING REPLACEMENT FUNDING FOR
ECONOMIC DEVELOPMENT)

WHEREAS, the Urban Renewal Agency of the City of Keizer adopted
Resolution UR2012-156 on September 17, 2012 regarding replacement funding for the
River Road Renaissance project;

WHEREAS, several successful improvements were completed under the River
Road Renaissance project;

WHEREAS, funding for the River Road Renaissance project was stopped to
divert Urban Renewal funds to provide for critical funding to the Keizer Station Area A
Local Improvement District (Area A LID);

WHEREAS, the Ninth Amendment to the River Road Urban Renewal Plan calls
for using Urban Renewal funding for LID commitments, and also calls for the eventual
sale of the Area A LID defaulted properties. The Plan further provides for
reimbursement agreements under which the net sale proceeds from such defaulted
properties will be used first to reimburse affected jurisdictions and pay for costs of the
foreclosure and Urban Renewal process;

WHEREAS, the Urban Renewal Agency of the City of Keizer has been
terminated;

1 WHEREAS, the City Council of the City of Keizer wished to affirm that after
2 commitments were satisfied, that any remaining sale proceeds from Area A LID
3 defaulted properties be used for economic development in the City of Keizer;

4 WHEREAS, the City Council of the City of Keizer has determined it is in the best
5 interests of the City to remove the commitment of the sale proceeds from Area A LID
6 defaulted properties in order that the funds can be used in any manner determined to be
7 beneficial to the City;

8 NOW, THEREFORE,

9 BE IT RESOLVED by the City Council of the City of Keizer that Resolution
10 R2017-2809 (Affirming Intent of the City Council of the City of Keizer Regarding
11 Replacement Funding for Economic Development) is hereby repealed in its entirety.

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

14 PASSED this _____ day of _____, 2024.

15
16 SIGNED this _____ day of _____, 2024.

17
18
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22
23

Mayor

City Recorder



To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Joseph Lindsay, City Attorney

Subject: Affirming Intent of the City Council of the City of Keizer Regarding Replacement Funding for PERS Unfunded Accrued Liability

Proposed Motion

I move to adopt Resolution R2024-____ Affirming Intent of the City Council of the City of Keizer Regarding Replacement Funding for PERS Unfunded Accrued Liability.

I. Summary

This resolution would direct any proceeds from defaulted properties in Areas A Local Improvement District and city-owned property in Area B and Area C to pay down the City's PERS Unfunded Accrued Liability.

II. Background

- A. The Urban Renewal Agency of the City of Keizer passed Resolution UR2012-516 in September 2012 to ensure that any funds from Keizer Station Area A Local Improvement District (LID) defaulted properties would be used to fund improvements in accordance with the River Road Renaissance project. After the URA terminated, the Keizer City Council passed Resolution R2017-2809 to order the use of funds from defaulted properties in Area A LID to be spent on economic development more generally.
- B. A strategy to pay down the PERS Unfunded Accrued Liability (UAL) was presented to the Long-Range Planning Task Force and budget committee by the City Manager. The budget committee supported the strategy of using sale proceeds of Keizer Station city-owned property to be used to create a side account with PERS that would be used to pay down the UAL. The benefit for the side account is a perpetual savings in expenses to PERS.

III. Current Situation

- A. At the October 21, 2024 general City Council meeting, the City Council desired to have a separate resolution (apart from the repealing of R2017-2809) that would direct proceeds of any defaulted properties to be spent buying down the City's UAL.

In that discussion, the Council mentioned three potential areas to direct funds from: Area A LID, Area B, and Area C. This second resolution affects both Areas A, B, and C however, the City Council could choose to amend it and remove any mention of Area B or Area C prior to passage.

IV. Analysis

- A. **Strategic Impact** - If funds were able to be used to pay down the City's portion of the PERS pension liability, then the savings would lower the City's annual PERS payments for more fiscal stability.
- B. **Financial** - If the money from the option or sale of the Area A LID, Area B, and Area C properties could be invested in paying down the City's portion of the PERS pension liability, then the savings to the City over time would amount to an almost doubling of funds because of the present value of our long-term obligation. An ultimate reduction of hundreds of thousands of dollars in annual required contributions to PERS would be realized.
- C. **Timing** - The first annual option payment for one of the City-owned parcels in Area A LID are nearly due, so if the City desires to fund anything other than economic development, then it needs to repeal this resolution.
- D. **Policy/Legal** - The City Council has the authority to direct proceeds from the sale of defaulted properties or other properties the City currently owns to be spent in particular ways.

V. Alternatives

- A. Adopt the resolution as presented.
- B. Adopt the resolution as amended, removing Area B.
- C. Adopt the resolution as amended, removing Area C.
- D. Adopt the resolution as amended, removing Area B and Area C.
- E. Do not pass a resolution, and the funds will go back to the general fund.

VI. Recommendation

Staff recommends approval of the resolution.

Attachments

- 1. RES_CC_Intent - Area A Defaulted Properties - Area B Sale Proceeds-Area C Sale Proceeds_11 4 2024

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CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2024-_____

AFFIRMING INTENT OF THE CITY COUNCIL OF THE
CITY OF KEIZER REGARDING REPLACEMENT
FUNDING FOR PERS UNFUNDED ACCRUED LIABILITY

WHEREAS, the Urban Renewal Agency of the City of Keizer adopted
Resolution UR2012-156 on September 17, 2012 regarding replacement funding for the
River Road Renaissance project;

WHEREAS, several successful improvements were completed under the River
Road Renaissance project;

WHEREAS, funding for the River Road Renaissance project was stopped to
divert Urban Renewal funds to provide for critical funding to the Keizer Station Area A
Local Improvement District (Area A LID);

WHEREAS, the Ninth Amendment to the River Road Urban Renewal Plan calls
for using Urban Renewal funding for LID commitments, and also calls for the eventual
sale of the Area A LID defaulted properties. The Plan further provides for
reimbursement agreements under which the net sale proceeds from such defaulted
properties will be used first to reimburse affected jurisdictions and pay for costs of the
foreclosure and Urban Renewal process;

WHEREAS, the Urban Renewal Agency of the City of Keizer has been
terminated;

1 WHEREAS, the City Council confirmed that any remaining sale proceeds from
2 Area A LID defaulted properties be used for economic development in the City of
3 Keizer by Resolution R2017-2809;

4 WHEREAS, the City Council has repealed Resolution R2017-2809;

5 WHEREAS, the City Council of the City of Keizer wishes to affirm that any
6 remaining sale proceeds from Area A LID defaulted properties, Area B sale proceeds
7 and Area C sale proceeds be used for PERS unfunded accrued liabilities in the City of
8 Keizer;

9 NOW, THEREFORE,

10 BE IT RESOLVED by the City Council of the City of Keizer as follows:

11 Section 1. AFFIRMATION OF INTENT. It is the intent of the City Council
12 to use any remaining sale proceeds from Area A LID defaulted properties, Area B sale
13 proceeds, and Area C sale proceeds for PERS unfunded accrued liabilities in the City of
14 Keizer pursuant to the terms of this Resolution.

15 Section 2. ONLY NET PROCEEDS AVAILABLE. The funds used to fund
16 PERS unfunded accrued liabilities as set forth in this Resolution shall only include
17 actual net available and unobligated funds. Any funds necessary in connection with the
18 foreclosure process or any associated work in connection with the Urban Renewal
19 Agency's Ninth Amendment Plan, or any funds necessary for development costs shall be
20 retained.

21

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

3 PASSED this _____ day of _____, 2024.

4
5 SIGNED this _____ day of _____, 2024.

6

7

8

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Mayor

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City Recorder



MINUTES
KEIZER CITY COUNCIL
Monday, October 21, 2024
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 7:02 p.m.

ROLL CALL

Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Shaney Starr, Council President
Soraida Cross, Councilor
Kyle Juran, Councilor
Laura Reid, Councilor
Ma'Layah Latty-Farrar, Youth
Councilor

Absent:

Vacant Position #5
Daniel Kohler, Councilor

Staff:

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

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

a. Presentation of award to Rachel Wood, Winner of the 2024 Keizer Public Arts Commission Holiday Card Contest

Councilor Reid, member of the Keizer Public Arts Commission, presented the award to Rachel Wood for winning the 2024 Holiday Card Contest. Ms. Wood also received a gift card and custom holiday cards with her winning artwork, her picture, and biography.

COMMITTEE REPORTS

Matt Lawyer, Chair of the Planning Commission, shared about the most recent Planning Commission Meeting.

Lisa Cejka, Vice Chair of the Parks Recreation and Advisory Board, along with new member Jill Gust shared about their last meeting.

Chief Hector Blanco, Keizer Fire District, reviewed the monthly call volume for the month of September, he provided a reminder about the defensible space grant, and noted that there would be a car seat clinic coming up.

PUBLIC COMMENTS

Jeff Anderson, Keizer, spoke about the Keizer Visioning that was the Keizer Station. The concept created a value by adding higher income basis for the area. He commented on the retail that had developed instead. He stated that this created a need for assistance from the Oregon Health Plan, and he felt it was an example of a missed opportunity. He felt that there were infill housing opportunities in Keizer rather than taking Exclusive Farm Land and turning it into housing. He commented on traffic at the Lockhaven intersection that had increased significantly during the evening rush hour. He asked the City to think it through before moving onto Exclusive Farm Lands.

Lyndon Zaitz, Keizer, and publisher of Keizertimes, reminded that it was the first Keizer Candidate Debate in 12 years. He stated it would be in-person and live-streamed.

PUBLIC HEARINGS

a. **OLCC Application - Change of Ownership - Limited On-Premises Sales Liquor License - Chen's Dynasty**

City Recorder Melissa Bisset summarized the staff report.

Council President Starr moved the City Council recommend approval of the application for a change of ownership for a Limited-On-Premises Liquor License for Chen's Dynasty under the guidelines established by ORS 471.175 and the Ordinances of the City of Keizer. Councilor Reid seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Kohler (1)

ADMINISTRATIVE ACTION

a. **Event Center Fee Waiver - Joys of Living Assistance Dogs (JLAD) Graduation**

Assistant City Manager Tim Wood summarized the staff report.

Garry Whalen, Keizer, and Kriss Lawyer, JLAD Board Member, provided a history of JLAD and explained the service they provide.

Council President Starr moved the City Council approve the requested waiver of the Event Center

use fees of \$1,425 for the Joys of Living Assistance Dogs Graduation event on May 10, 2025.
Councilor Reid seconded. Motion passed unanimously as follows:
AYES: Clark, Reid, Cross, Starr and Juran (5)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Kohler (1)

b. Event Center Fee Waiver - Keizer Community Band

Assistant City Manager Tim Wood summarized the staff report.

Band Director Michael Koenig provided information about the Community Band.

Council President Starr moved the City Council approve a waiver of the Event Center use fee of \$1,500 for the Keizer Community Band concerts on December 19, 2024, and June 12, 2025.
Councilor Reid seconded. Motion passed unanimously as follows:
AYES: Clark, Reid, Cross, Starr and Juran (5)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Kohler (1)

c. RESOLUTION - Authorizing the City Manager to Sign the Sale Agreement and Receipt for Earnest Money With Debora F. Parker-Crooks, Trustee of the Crooks Living Trust for Purchase of a Portion of Property Adjacent to Claggett Creek North of Chemawa Road

Public Works Director Bill Lawyer summarized the staff report.

Council President Starr moved to adopt Resolution R2024- Authorizing the City Manager to Sign the Sale Agreement and Receipt for Earnest Money With Debora F. Parker-Crooks, Trustee of the Crooks Living Trust for Purchase of a Portion of Property Adjacent to Claggett Creek North of Chemawa Road. Councilor Reid seconded. Motion passed unanimously as follows:
AYES: Clark, Reid, Cross, Starr and Juran (5)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Kohler (1)

d. RESOLUTION - Repealing Resolution R2017-2809 (Affirming Intent of the City Council of the City of Keizer Regarding Replacement Funding for Economic Development)

City Attorney Joseph Lindsay summarized the staff report.

It was noted that the resolution in question was only related to Keizer Station Area A. There were questions and discussion about the many River Road Renaissance Plan projects that were done with Urban Renewal funds.

Discussion ensued regarding potentially using the funds to pay down the City's portion of the PERS pension liability and that the Resolution would remove the idea of economic development so the funds could be spent other ways.

There was a suggestion to change the resolution in order to earmark the funds to pay down the

PERS unfunded accrued liability (UAL) as there had been discussion with the Long Range Planning Task Force and the Budget Committee about using the sale proceeds to pay down the UAL and free up General Fund dollars long-term.

There was a suggestion to add the time that the UAL was covered. It was also suggested that the land sale goes to unfunded liability.

Discussion ensued regarding potentially bringing back an additional Resolution that covers everything by directing how the money would be used and include Area A and B revenues.

Mr. Wood clarified that the option payment would be coming in was not an immediate time-sensitive need to take action. The funds would remain in the General Fund until there was a plan to spend the revenue.

Mr. Wood explained that if the option payment came in, then the funds would go into the ending fund balance and that it would remain there until it was appropriated.

The Council could redirect the funds to be used to pay down the PERS unfunded liability.

Mr. Lindsey suggested that the language for a motion after the "Now, therefore," to read "Be it further resolved that any future funds or sales proceeds from the Area A LID defaulted properties are to be spent paying down the PERS UAL" and say, "as amended."

Councilor Reid moved to adopt Resolution R2024- Repealing Resolution R2017-2809 (Affirming Intent of the City Council of the City of Keizer Regarding Replacement Funding for Economic Development), as amended.

Motion died for a lack of a second.

Mr. Lindsey confirmed that he would bring back two Resolutions: 1) Repealing Resolution R2017-2809 and 2) to include the designations, appropriations, and fiscal policy by indicating that this was top priority for the City to proceed with this manner.

Mr. Wood shared that there would be some timing to consider because staff needs to coordinate with PERS. The City wouldn't be able to take each payment and direct them to PERS. During the Budget Committee process, they would see a restricted line item for future PERS obligation until PERS opens the opportunity to pay down the UAL. This may be in line with the timing of selling the properties and should be included in the second Resolution.

CONSENT CALENDAR

a. RESOLUTION - Authorizing the City Manager to Purchase Two Dodge Durango Vehicles and One Dodge Utility Truck for the Police Department

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

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Kohler (1)

- b. Approval of September 23, 2024 Joint Work Session Minutes of the Community Diversity Engagement Committee and the City Council**
- c. Approval of October 7, 2024 Regular Session Minutes**

OTHER BUSINESS

There was no other business.

STAFF UPDATES

City Manager Brown reported that he met with the Salem-Keizer Emergency Manager and would be meeting with Cherriots about the mutual aid agreements that the City doesn't currently have in place.

Assistant City Manager Wood reported that it was the winter reset period to conserve as much water as possible from now through early-March to save financially later on the sewer portion of the utility bills.

City Recorder Bisset made note of the Official Ballot Box in the parking lot and encouraged the community to turn in their ballots.

Chief Copeland reviewed monthly statistics from the Police Department.

Public Works Director Lawyer reminded the community not to blow leaves into the streets as it could cause flooding in the streets and makes it difficult for the street sweepers. The pickleball courts are now open.

Planning Director Witham reported on apartment construction and shared that he had received some documents from Burgerville, and they were looking to get permits in soon.

City Attorney Joseph Lindsay reported that there was a new bargaining unit in the City of Keizer. He reminded the Council that the code would likely come before the City Council at the December 16th meeting.

COUNCIL MEMBER REPORTS

Mayor Clark and the Councilors each reviewed the events and meetings that they had attended as well as upcoming events.

There was an update about the camera project.

AGENDA INPUT

Monday, November 4, 2024 - 7:00 p.m.
City Council Regular Session

Tuesday, November 12, 2024 - 6:00 p.m.
Long Range Planning Task Force Meeting

***Monday, November 18, 2024 - 7:00 p.m.
City Council Regular Session***

***December 2, 2024 - 5:30 p.m.
City Council Special Session***

***December 2, 2024 - 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

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.”