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AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION

Monday, December 2, 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. Oath of Office - City Councilor Position #5**
 - b. PROCLAMATION - Human Right's Day**
- 5. COMMITTEE REPORTS**
 - a. Volunteer Coordinating Committee Recommendations for Appointments - Parks and Recreation Advisory Board and Traffic Safety, Bikeways, and Pedestrian Committee**
- 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. OLCC Application - Change of Ownership - Full On-Premises Liquor License - Best Western Premier Keizer/ Salem Hotel**
- 8. ADMINISTRATIVE ACTION**
 - a. Discussion on Fluoride Removal**
 - b. Follow Up From Solid Waste Haulers**
 - c. RESOLUTION - Relating to Wastewater Service Charges (2025-2026); Repeal of Resolution R2022-3318**

- d. **RESOLUTION** - Establishing Keizer Park Reservation and Use Fees; Repealing Resolution R2023-3411
- e. **Event Center Use Fee Waiver - Keizer Chamber of Commerce - First Citizen and Awards Banquet**
- f. **Event Center Use Fee Waiver - Valor Mentoring Fundraiser**
- g. **Update on FEMA Floodplain issue: Pre-Implementation Compliance Measures (PICM)**
- h. **Discussion regarding directing staff to bring revisions to the City Keizer City Council Rules and Procedures**

9. CONSENT CALENDAR

- a. **RESOLUTION** - Ratifying City Manager's Decision to Replace the Paid Leave Plan Currently with The Standard Insurance Company and Replacing it with the State Plan
- b. **RESOLUTION** - In the Matter of Adoption of the Municipal Judge Evaluation Process; Repealing Resolution No. R2021-3142
- c. **RESOLUTION** - Authorizing City Manager to Sign Intergovernmental Agreement for Walkable Design Standards Code Amendments
- d. **RESOLUTION** - Authorizing the City Manager to Award and Enter Into a Contract With Westerberg Drilling Inc. for Delta Well Rehabilitation
- e. **Approval of November 18, 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

December 5, 2024 - 6:00 p.m.

City Council Joint Work Session with the Volunteer Coordinating Committee & Community Diversity Engagement Committee

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

City Council Work Session

December 16, 2024 - 7:00 p.m.

City Council Regular Session

January 6, 2024 - 7:00 p.m.

City Council Regular Session

January 13, 2024 - 6:00 p.m.

City Council Work Session

14. ADJOURNMENT

City of Keizer Mission Statement

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

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



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: Oath of Office - City Councilor Position #5

Proposed Motion

NA

I. Summary

On August 30, 2024, Councilor Robert Husseman submitted his letter of resignation from Position #5 on the Keizer City Council. Councilor Husseman was elected in November 2022 and his four-year term was scheduled to expire in January 2027. The City Council declared Council Position #5 vacant on September 3, 2024, and began the appointment process to fill this vacancy as outlined in the Council Rules of Procedure.

The City received three resumes and letters of interest for this vacancy. Presentations by the candidates occurred at a Special Session immediately prior to this regular session on December 2, 2024. The Council voted to appoint an individual to Position Number Five and the oath of office should be administered to the newly appointed Council member.

II. Background

- A. The Keizer City Charter outlines circumstances in which a Council position may become vacant. Vacant elective offices shall be filled by appointment. A majority vote of the remaining members of the Council shall be required to validate the appointment. Upon validation, the appointee's term of office shall begin and continue throughout the unexpired term of the predecessor.

III. Current Situation

- A. Councilor Husseman was elected in November 2022 and was serving a four-year term scheduled to expire in January 2027.
- B. Former Councilor Robert Husseman submitted a letter of resignation from Position #5 of the Keizer City Council on August 30, 2024.
- C. At the Regular City Council meeting on September 3, 2024, the City Council

declared a vacancy for Council Position #5 and directed staff to prepare a timeline for candidate presentations and the appointment to take place on December 2, 2024.

- D. The Council Rules of Procedure were amended on September 16, 2024, by the City Council in order to accommodate the December 2, 2024, timeline which is 94 days from the vacancy that was created on August 30, 2024, with Robert Husseman's resignation.

IV. Analysis

A. **Strategic Impact** - NA

B. **Financial** - NA

C. **Timing** - As per the Council Rules of Procedure, Section 17.4. Process for Appointment, the City Council adopted a timeline for the appointment process, and within 120 days of the vacancy the Council shall appoint the replacement Councilor.

D. **Policy/Legal** - The Charter and Council Rules of Procedure speak to and guide the process for filling Councilor vacancies.

V. Alternatives

A. The Keizer City Charter states in Section 7.7. Oath. "The mayor and each councilor must swear or affirm to faithfully perform the duties of the office and support the constitutions and laws of the United States and Oregon." If the selected individual wishes to be appointed to Position #5, they must take the oath of office.

VI. Recommendation

Staff recommends City Attorney Joseph Lindsay administer the oath of office to the newly appointed Council member.

Attachments

1. DOC_Oath of Office - Council Position #5_12 02 24
2. DOC_Charter - Excerpt_09 16 24
3. DOC_Council Rules of Procedure - Section 17_12 02 24

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OATH OF OFFICE

State of Oregon)
County of Marion) ss.
City of Keizer)

I, _____ being first duly sworn, upon oath say:

That I will support the constitution and the laws of the United States and the State of Oregon and that I will faithfully perform the duties of COUNCILOR, for the City of Keizer, according to the best of my ability, for the term of my office.

DATED this 2nd day of December 2024.

Councilor – Position #5

Sworn to before me this 2nd day of December, 2024.

Joseph Lindsay
Keizer City Attorney

- b) Any substantive amendment to a proposed order must be read aloud at a meeting, or made available in writing to the public, before the council adopts the amended order.
- c) After approval of an order, the vote of each member must be entered in the council minutes.
- d) The mayor shall sign all orders within three (3) calendar days of passage.
- e) After approval of an order, the City custodian of records must endorse it with the date of approval and the custodian's name and title.

Section 6.3. Effective Date of Orders. Orders take effect on the date of final approval, or on a later day provided in the order.

Section 7 ELECTIONS

Section 7.1. City Elections. City elections must conform to state law except as this charter or ordinances provide otherwise. All elections for City offices must be nonpartisan.

Section 7.2. Mayor. The term of the mayor in office when this charter is adopted continues until the beginning of the first odd-numbered year after adoption. At every other general election after the adoption, a mayor will be elected for a two-year term.

Section 7.3. Councilors. Councilors shall hold office by positions which shall be numbered one through six. The term of office of each councilor in office when this charter is adopted is the term of office for which the councilor has been elected before adoption of the charter (or is elected at the time of the adoption). At each general election after the adoption, three councilors shall be elected, each for a four-year term.

Section 7.4. Qualifications.

- a) The mayor and each councilor must be a registered voter in the City under state law, at the time of election or appointment and during their term of office, and reside within the City for at least one year immediately before election or appointment to office.
- b) No person may be a candidate at a single election for more than one City office.
- c) Neither the mayor nor a councilor may be employed by the City during their term of office.
- d) The council is the final judge of the election and qualifications of its members.

Section 7.5. Nominations. A Keizer resident who meets the qualifications in Section 7.4 may file to run for an elective City office to be filled at the election. The nomination shall be by a petition that specifies the office sought. The petition shall be signed by not fewer than 120 registered voters in the City.

Section 7.6. Terms. The term of an officer elected at a general election begins at the first council meeting of the year immediately after the election and continues until the successor qualifies and assumes the office.

Section 7.7. Oath. The mayor and each councilor must swear or affirm to faithfully perform the duties of the office and support the constitutions and laws of the United States and Oregon.

Section 7.8. Vacancies. The mayor or a councilor office becomes vacant:

- a) Upon the incumbent's:
 - 1) Death;
 - 2) Adjudicated incompetence; or
 - 3) Recall from the office.
- b) Upon declaration by the council after the incumbent's:
 - 1) Failure to qualify for the office within 10 days of the time the term of office is to begin;
 - 2) Absence from the City for 30 days without council consent, or from all council meetings within a 60-day period without council consent;
 - 3) Ceasing to reside in the City;
 - 4) Ceasing to be a qualified registered voter in the City under state law;
 - 5) Conviction of a felony crime or other crime pertaining to their office;
 - 6) Intentional unlawful destruction of public records;
 - 7) Resignation from the office; or
 - 8) Removal under Section 8.1(h).

Section 7.9. Filling Vacancies. Vacant elective offices in the City shall be filled by appointment. A majority vote of the remaining members of the council shall be required to validate the appointment. The appointee's term of office shall begin upon the appointee's appointment and shall continue throughout the unexpired term of appointee's predecessor. During the temporary disability of any officer for greater than 60 days or during a temporary absence from the City for greater than 60 days for any cause, the office may be filled pro tem in the manner provided for filling vacancies in office permanently. Should the office of mayor become vacant, then the council president shall become mayor and the council shall appoint a councilor as provided herein.

Section 7.10. Tie Votes. In the event of a tie vote for candidates for an elective office, the successor candidate shall be determined by a public drawing of lots in a manner prescribed by the council.

Section 8 APPOINTIVE OFFICERS

Section 8.1. City Manager.

- a) The office of city manager is established as the administrative head of the City government. The city manager is responsible to the mayor and councilors for the proper administration of all City business. The city manager will assist the mayor and councilors in the development of city policies and carry out policies established by ordinances and resolutions.
- b) A vote of not less than four (4) council members is required to appoint or remove the manager. The appointment must be made without regard to political considerations and solely on the basis of education and experience in competencies and practices of local government management. Before taking office, the city manager shall give a bond in such amount and with

- e) The Council shall vote on the Committee recommendation. A memorandum of concern would require a four (4) member vote of the Council; a censure would require at least a five (5) member vote. The Council member in question shall not take part in the discussion or the vote.
- f) If misconduct is not found unanimously by the City Council Committee, a public report of the Committee findings will be presented to the City Council during a Council meeting. A copy of that report will be given to the Council member who was investigated.

SECTION 17 – COUNCIL VACANCIES/APPOINTMENTS

17.1 Vacancy of Council Position – Section 7.8 of the Keizer City Charter outlines circumstances in which a Council position may become vacant. Vacant elective offices shall be filled by appointment. A majority vote of the remaining members of the Council shall be required to validate the appointment. Upon validation, the appointee's term of office shall begin and continue throughout the unexpired term of the predecessor.

17.2 Vacancy of Mayor Position – In the event the office of the Mayor becomes vacant, the Council President shall become Mayor. A new Council President shall be nominated accordingly from the remaining members of the Council. The Council then shall appoint a Councilor to fill the vacancy as set forth below.

17.3 Declaration of Vacancy – If required by the Charter, the vacant position shall be declared vacant by Resolution.

17.4 Process for Appointment – The Council shall adopt a timeline for the appointment process. A press release will be issued inviting members of the community, who meet the qualifications as outlined in the Charter, to submit a letter of interest and resume, as well as a completed form certifying the candidate's qualifications for the office. Only candidates who have submitted the certification form, letter and resume by the deadline determined by the Council may be considered. Within 120 days of vacancy, the Council shall appoint the replacement Councilor as set forth in this Section.

17.5 Presentation Process – The candidates shall be invited to make a presentation before the City Council. The presentation process is as follows:

- a) Presentation length: Five minutes. There is to be no discussion or questions by the Council whatsoever, except for the written questions noted below.
- b) Order of the presentations: Drawn from the official bucket.

- c) Candidates will be requested to sequester themselves outside the Council Chambers until time for their presentation so they will not gain advantage by listening to the other candidates. They may remain in the audience after their presentation.
- d) Each of the six current Council members may submit a written question to be given the candidates. The candidates may choose to address the questions in their presentations. The deadline for submittal of the questions shall be one week before the presentation.
- e) Following close of the presentation, all candidates who have submitted a letter of interest and resume shall be considered and formal nominations shall not be made.

17.6 Appointment Vote – The Presiding Officer or City Attorney shall review the appointment process with members of the audience prior to any votes being taken. Written ballots shall be prepared containing the names of all of the candidates. The following voting process will be followed:

- a) Each of the remaining members of the Council shall select one candidate and mark their ballot accordingly. If one candidate receives the majority of the votes of the remaining members of the Council, such candidate shall be appointed to fill the vacant position.
- b) If no candidate receives a majority vote of all remaining members of the Council on the first ballot, a second ballot shall be distributed. The second ballot shall contain the names of the two candidates receiving the most votes from the first ballot, unless a tie resulted from the first ballot. In a first place tie situation, all first place candidates will be placed on the second ballot. If there is one first place candidate and tied second place candidates, then all first and second place candidates will be placed on the second ballot. Each remaining member of the Council shall select one candidate and mark their ballot accordingly. The candidate receiving a majority of the votes of the remaining members of the Council shall then be appointed to the vacant position.
- c) If no candidate receives a majority vote of all remaining members of the Council on the second ballot, a third and final ballot shall be distributed. The third and final ballot shall contain the names of the two candidates receiving the most votes from the second ballot, unless a tie resulted from the second ballot. In a first place tie situation, all first place candidates will be placed on the third and final ballot. If there is one first place candidate and tied second place candidates then all first and second place candidates will be placed on a third and final ballot. Each remaining member of the Council shall select one candidate and mark their ballot accordingly. The candidate receiving the majority of the votes of the remaining members of the Council shall be appointed to the vacant position. In case of a tie vote on this third and final vote, the Council will select the replacement Councilor

according to the procedure outlined in Section 17.7 – Tie Votes – Appointment Process.

d) By Resolution, the Council shall validate the appointment.

17.7 Tie Votes- Appointment Process – If no candidate receives a majority vote of all remaining members of the Council on the third and final vote, the names of the two candidates receiving the most votes from the third and final ballot will be placed in an official City bucket, unless a tie resulted from the third and final ballot. In a first place tie situation, all first place candidates will be placed in the official City bucket. If there is a one first place candidate and tied second place candidates, then all first and second placed candidates' names will be placed in the official City bucket. The City Recorder will draw the successful name.

17.8 Tie Votes – Council Election – When two or more candidates running for the same Council position, have an equal and the highest number of votes, the successful candidate will be determined by a drawing of lots. Upon confirmation of a recount by the Marion County Elections Division, this determination shall take place at the first regularly scheduled meeting after such recount confirmation. The Council will use the same process to determine the successful candidate as outlined in Section 17.7 – Tie Votes – Appointment Process.

SECTION 18 – CREATION OF CITY COMMITTEES, BOARDS AND COMMISSIONS, COUNCIL COMMITTEES, AD-HOC TASK FORCES AND WORK GROUPS

18.1 Citizen Committees, Boards and Commissions – At any time, the Council may by resolution establish any City Board, Commission or Committee deemed necessary and in the best interests of the City. Any committee so created may contain one or more Council members as members. Unless otherwise provided, all City Boards, Commissions, and Committees so created shall sunset at the end of their mission. As part of the Council Goal and Work Plan process, the Council shall review the purpose, need, and objectives of all boards, commissions and committees that are not statutorily required.

18.2 Membership Appointment –Each Council member will make a one-member appointment to the Volunteer Coordinating Committee as allowed in Council resolution for a two-year term. If a Council member leaves office prior to the end of the Council member's scheduled term, the replacement Council member shall appoint a member to the Volunteer Coordinating Committee. Except for Council members, all other applicants for City Boards, Commissions, Committees or any group (other than Council Work Groups, Task Forces, or Outside Committees) will be recommended by the members of the Volunteer Coordinating Committee who will receive, review, and process written applications and forward recommendations to the Council for appointment consideration, unless the Resolution, Ordinance, or State Statute defines the appointment process differently. The Community Diversity Engagement Committee members shall be directly appointed by Council members as called for in the Resolution creating such committee.



WHEREAS, on December 10, 1948, the member States of the United Nations signed the Universal Declaration of Human Rights and countries of different political, economic and social systems unanimously agreed on the fundamental rights that all people share solely on the basis of their common humanity; and

WHEREAS, the Universal Declaration asserts recognition of the inherent dignity and of the equal and inalienable rights of all members of the human family is the foundation of freedom, justice, and peace; and

WHEREAS, disregard and contempt for human rights have resulted in acts which have outraged the conscience of mankind; and

WHEREAS, the advent of a world in which human beings enjoy freedom of speech and belief along with freedom from fear and want has been proclaimed to be the highest aspiration of the worldwide human community; and

WHEREAS, the City of Keizer affirms that all people shall be treated with dignity and respect; and

WHEREAS, each person has the power and ability to promote and put into practice respect for human rights and freedoms.

NOW, THEREFORE, I, Cathy Clark, Mayor of the City of Keizer, together with the Keizer City Council assembled in Regular Session, do hereby proclaim, December 10, 2024 as:

HUMAN RIGHTS DAY

And urge the residents of our community to actively and thoughtfully live out these ideals.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer to be herein affixed this 2nd day of December 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: Volunteer Coordinating Committee Recommendations for Appointments

Proposed Motion

I move the City Council to accept the recommendations of the Volunteer Coordinating Committee and appoint Jill Gust to Position #7, Matt Lawyer to Position #8, and Lisa Cejka to Position #9 of the Parks and Recreation Advisory Board for terms expiring December 31, 2027, and appoint David Dempster to Position #6 of the Traffic Safety, Bikeways, and Pedestrian Committee for the term expiring December 31, 2027.

I. Summary

The Volunteer Coordinating Committee met on November 14, 2024, to review and interview applicants for openings on the Parks and Recreation Advisory Board and the Traffic Safety, Bikeways, and Pedestrian Committee.

II. Background

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

III. Current Situation

- A. The openings have been advertised, applications collected and the Volunteer Coordinating Committee has interviewed candidates for the various openings. They have made the following appointment recommendations for the City Council's consideration: Jill Gust to Position #7, Matt Lawyer to Position #8, and Lisa Cejka to Position #9 of the Parks and Recreation Advisory Board for terms expiring December 31, 2027, and appoint David Dempster to Position #6 of the Traffic Safety, Bikeways, and Pedestrian Committee for the with term expiring December 31, 2027.
- B. The Volunteer Coordinating Committee's majority of votes were no recommendation for Position #4 of the Traffic Safety, Bikeways and Pedestrian Committee so that

position was re-opened.

IV. Analysis

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

B. **Financial** - N/A

C. **Timing** -

A. The Parks and Recreation Advisory Board currently has openings for Position Nos. 7, 8 and 9.

B. The Traffic Safety, Bikeways, and Pedestrian Committee currently has openings for Position Nos. 4 and 6.

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

V. Alternatives

A. Approve appointments.

B. Not approve appointments.

VI. Recommendation

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

Attachments

None

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To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Melissa Bisset, City Recorder

Subject: OLCC Application - Change of Ownership - Full On-Premises Liquor License - Best Western Premier Keizer/ Salem Hotel

Proposed Motion

I move the City Council recommend approval of the application for a change of ownership for a Full On-Premises Liquor License for Best Western Premier Keizer/ Salem Hotel under the guidelines established by ORS 471.175 and the Ordinances of the City of Keizer.

I. Summary

On November 7, 2024, the City received an application for a change of ownership for a Limited On-Premises Liquor License for Best Western Premier Keizer/ Salem hotel located at 5188 Wittenberg Lane, NE Keizer, Oregon. As required by Keizer Ordinance 2010-623 a public hearing was scheduled; notice was published and mailed to all property owners within 200 feet of the establishment. The Keizer Police Department conducted a background check of the applicants and has no reason to recommend denial of the application. In addition, the Keizer Planning Department finds the location of the establishment to be properly zoned and has no additional comment on the application.

II. Background

- A. Keizer Ordinance 2010-623 includes guidelines for review of liquor license applications in the City of Keizer.
- B. The Ordinance states liquor licensees should promote, sell, and serve alcohol in a responsible manner which minimizes the risks associated with its use, and should work in partnership with the community to improve community livability.

III. Current Situation

- A. The owner of Best Western Premier Keizer/ Salem Hotel has submitted an application for a change of ownership for a OLCC Full On-Premises for their business located at 5188 Wittenberg Lane, NE Keizer, Oregon.
- B. The Oregon Liquor Control Commission requires a new application be submitted for

review by the local governing body.

IV. Analysis

- A. **Strategic Impact** - N/A
- B. **Financial** - The application requires a \$75 fee, which has been paid.
- C. **Timing** - As required by Keizer Ordinance 2010-623 a public hearing was scheduled; notice was published and mailed to all property owners within 200 feet of the establishment as well as the West Keizer Neighborhood Association.
- D. **Policy/Legal** - The review process for a liquor license application is outlined in City Ordinance 2010-623.

V. Alternatives

- A. Recommend approval of the license application.
- B. If no action is taken, the Oregon Liquor and Cannabis Commission will have the authority to make a determination.
- C. File an unfavorable recommendation with the OLCC based on the license refusal reasons in Oregon State Statutes and Oregon Administrative rules and supported by reliable factual information.

VI. Recommendation

Staff recommends the public hearing be opened to allow testimony from the applicant or other interested individuals and upon completion, the hearing be closed. It is further recommended the Council recommend approval of the application for Best Western Premier Keizer/ Salem Hotel located at 5188 Wittenberg Lane NE, under the guidelines as established by ORS 471.175 and the Ordinances of the City of Keizer. This recommendation will then be forwarded to the Oregon Liquor and Cannabis Commission for final approval.

Attachments

1. APP_Best Western Premier Keizer Salem Hotel - 5188 Wittenberg Ln NE_12_02_24

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OREGON LIQUOR & CANNABIS COMMISSION
Local Government Recommendation – Liquor License

Annual Liquor License Types	
Off-Premises Sales	Brewery-Public House
Limited On-Premises Sales	Brewery
Full On-Premises, Caterer	Distillery
Full On-Premises, Commercial	Grower Sales Privilege
Full On-Premises, For Profit Private Club	Winery
Full On-Premises, Non Profit Private Club	Wholesale Malt Beverage & Wine
Full On-Premises, Other Public Location	Warehouse
Full On-Premises, Public Passenger Carrier	

Section 1 – Submission – To be completed by Applicant:

License Information

Legal Entity/Individual Applicant Name(s): Dhaliwal Hospitality Inc

Proposed Trade Name: Best Western Premier Keizer/Salem Hotel

Premises Address: 5188 Wittenberg Ln NE

Unit:

City: Keizer

County: Marion

Zip: 97303

Application Type: ☐ New License Application ☒ Change of Ownership ☐ Change of Location

License Type: Full On- Premises, Other Public Location ☐ Additional Location for an Existing License

Application Contact Information

Contact Name: Kanwar Dhaliwal

Phone: 3605898973

Mailing Address: 5188 Wittenberg Ln NE

City: Keizer

State: OR

Zip: 97303

Email Address: ghaberdeen@yahoo.com

Business Details

Please check all that apply to your proposed business operations at this location:

- ☐ Manufacturing/Production
☐ Retail Off-Premises Sales
☒ Retail On-Premises Sales & Consumption

If there will be On-Premises Consumption at this location:

- ☒ Indoor Consumption ☐ Outdoor Consumption
☐ Proposing to Allow Minors

Section 1 continued on next page



Local Government Recommendation – Liquor License

Section 1 Continued – Submission - To be completed by Applicant:

Legal Entity/Individual Applicant Name(s):

Proposed Trade Name:

IMPORTANT: You MUST submit this form to the local government PRIOR to submitting to OLCC.
Section 2 must be completed *by the local government* for this form to be accepted
with your CAMP application.

Section 2 – Acceptance - To be completed by Local Government:

Local Government Recommendation Proof of Acceptance

After accepting this form, please return a copy to the applicant with received and accepted information

City or County Name: *City of Keizer*

Optional Date Received Stamp

Date Application Received: *11/16/2024*

Received by: *Melissa Bisset, City Recorder*

Section 3 – Recommendation - To be completed by Local Government:

- ☐ Recommend this license be granted
- ☐ Recommend this license be denied (Please include documentation that meets OAR 845-005-0308)
- ☐ No Recommendation/Neutral

Name of Reviewing Official:

Title:

Date:

Signature:

After providing your recommendation and signature, please return this form to the applicant.



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

Proposed Motion

I move that the Keizer City Council direct staff to research water fluoridization and bring back a recommendation for council to continue or discontinue the practice.

I. Summary

Fluoride in City Water Discussion

II. Background

- A. Councilor Kyle Juran requested that this item be put on the agenda for discussion. He received the support from Councilor Soraida Cross and Councilor Dan Kohler which is attached.

III. Current Situation

- A. The item has the required support to date.

IV. Analysis

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - Staff can estimate the financial impact if we are directed to research the issue.
- C. **Timing** - Does not apply.
- D. **Policy/Legal** - Staff will research the authority to discontinue if directed.

V. Alternatives

- A. Take No Action - We will continue to provide fluoride in water at the levels

recommended by the Oregon Health Authority.

B. Direct staff to research the matter.

VI. Recommendation

Staff will follow the direction of the council and provide analysis if the council directs staff to come back with a recommendation.

Attachments

1. Email_AJB_Support to Discuss Fluoride_11 12 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.”

Brown, Adam

From: Daniel Kohler
Sent: Thursday, November 21, 2024 8:39 AM
To: Brown, Adam
Subject: Re: Fluoride removal

I support having a discussion about the fluoridation of Keizers water in an upcoming council meeting.

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From: Brown, Adam <BrownA@keizeror.gov>
Sent: Thursday, November 21, 2024 8:23:41 AM
To: Daniel Kohler <KohlerD@keizeror.gov>
Subject: FW: Fluoride removal

Dan,
I don't see your support in this string. Can you confirm your support to discuss fluoride. I just need to cover myself in case asked.

Adam

From: Kyle Juran <JuranK@keizeror.gov>
Sent: Tuesday, November 12, 2024 11:57 AM
To: Brown, Adam <BrownA@keizeror.gov>
Subject: Fwd: Fluoride removal

Hello Adam, I would like to bring this fluoride issue up as an agenda item at a near future council meeting. I have Dan and Soraida's support, see earlier in this email thread.

Please let me know if you need more input from me.

Thank You,
Kyle Juran, Keizer city councilor.

From: Soraida Cross <CrossS@keizeror.gov>
Sent: Tuesday, November 12, 2024 11:48:36 AM
To: Kyle Juran <JuranK@keizeror.gov>; Daniel Kohler <KohlerD@keizeror.gov>
Subject: Re: Fluoride removal

Hi,

I support you in bringing fluoride up as an agenda item at a future council meeting.

Let me know if you need anything else on my side.

Soraida

From: Kyle Juran <Jurank@keizeror.gov>
Sent: Thursday, November 7, 2024 11:08 AM
To: Soraida Cross <CrossS@keizeror.gov>; Daniel Kohler <KohlerD@keizeror.gov>
Subject: Fwd: Fluoride removal

Hello Soraida and Dan, I have been wanting to bring this up and now after reading Jane Herbs recent email about Fluoride. I am now wanting to bring this up as a future agenda item would you two be willing to join me on this?

Thank You,
Kyle Juran, Keizer city councilor.

From: Jane Herb <janeherb08@gmail.com>
Sent: Thursday, November 7, 2024 10:52 AM
To: Wood, Tim; Administrator Email; Bisset, Melissa; Cathy Clark; Kyle Juran; Laura Reid; Soraida Cross; Daniel Kohler; Shaney Starr
Subject: Fluoride removal

CAUTION: This email originated from **Outside Your Organization. Exercise caution when opening attachments or on clicking links from unknown senders. Please **contact Information Technology for assistance**.**

Dear Mayor Clark and City Councilors:

In January when there is a new President and administration, RFK Jr. will be recommending all public water systems remove fluoride from their water. This is wonderful news! It's not easy to go against the massive money-making machine that's behind this 40-year-long false narrative about teeth benefits.

What RFK Jr. has said about fluoride

Kennedy [made a post on X Saturday](#) saying that on Jan. 20, 2025, "the Trump White House will advise all U.S. water systems to remove fluoride from public water."

"Fluoride is an industrial waste associated with arthritis, bone fractures, bone cancer, IQ loss, neurodevelopmental disorders, and thyroid disease," he claimed.

I would also like to draw your attention to this article which describes how Abilene, TX, immediately stopped fluoridating the city's water in response to a Federal Court's ruling that the cost to the brain is too high to continue this practice.

I ask that Keizer make this decision, too, and get out ahead of the federal recommendation. I encourage Keizer to lead the way in promoting the health of our community. Our people are too valuable to add a dangerous chemical to our water. The evidence is clear.

<https://ktxs.com/news/local/city-of-abilene-stops-adding-fluoride-to-water-citing-recent-court-decision>

Thank you.

Sincerely,



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

Proposed Motion

No action needed.

I. Summary

During discussion of the solid waste rate increase proposal in the Fiscal Year 2025 budget process, the City Council requested that the solid waste haulers come back before the end of the year with information regarding two unknown variables that may have an impact on future solid waste rates.

II. Background

- A. The solid waste haulers shared that the closure of the incinerator and the change in tipping fees at the landfill are two variables that were unknown at the time that rates were presented.
- B. Mid-Valley and Lorens Sanitation have worked together each year on rate setting with staff and the City Council as the two franchise holders for Solid Waste in the City of Keizer. Rates were set under the assumption that there would be no change in these two variables.

III. Current Situation

- A. Mid-Valley and Lorens have worked with staff to coordinate a council meeting for them to present.

IV. Analysis

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - Rate changes for the fiscal year have already been approved which customers saw this past August and will see in January 2025.

C. **Timing** - The council requested that they report before the end of the year.

D. **Policy/Legal** - No impact.

V. Alternatives

A. No action necessary.

VI. Recommendation

No staff recommendations.

Attachments

None

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



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Tim Wood, Assistant City Manager
Subject: Relating to Wastewater Service Charges

Proposed Motion

I move the City Council adopt Resolution R2024-____ Relating to Wastewater Service Charges (2025-2026); Repeal of Resolution R2022-3318.

I. Summary

The City of Keizer is part of a regional wastewater system managed and operated by the City of Salem. The City of Salem sets the biannual sewer rates for the regional system based on the recommendation of the Water/Wastewater Task Force and the results of a cost of service analysis specific to providing service to Keizer residential and commercial accounts. Based on the recommendations from the joint Water/Wastewater Task Force, the City of Salem, on November 12, 2024, adopted a 4.5% system-wide rate increase effective January 1, 2025 and January 1, 2026.

II. Background

- A. The City of Keizer is part of a regional wastewater system managed and operated by the City of Salem. The City of Salem sets the wastewater rates for the regional system based on the recommendation of the Water/Wastewater Task Force and the results of a cost of service analysis specific to providing service to Keizer residents and businesses. A full cost of service analysis is performed every other biannual period with the last occurring in 2022.
- B. The Water/Wastewater Task Force is commissioned every two years to advise the City of Salem Public Works Director on the utility rate setting process. The 2024 Task Force members included four Salem City Councilors, a Marion County Commissioner, representatives from the City of Keizer and the City of Turner, a representative of Suburban East Salem Water District, representatives from Salem Chamber of Commerce and the Strategic Economic Development Corporation (SEDCOR), and two community members at-large. The Task Force reviewed a range of utility rate proposal scenarios and recommended a 4.5% rate increase for wastewater in 2025 and 2026.

- C. The rate increase is necessary to ensure adequate investment is made into the wastewater system to ensure the completion of capital projects, properly funding operations and maintenance, maintaining sufficient reserves and debt coverage, and balancing the needs of the wastewater utility with the practice of smaller, predictable annual rate increases and avoiding periodic and sporadic rate spikes.
- D. In addition, the wastewater utility has the following financial policies:
 - 1. Debt reserves are maintained to meet bond covenant requirements,
 - 2. A minimum 120-day operating reserve is maintained,
 - 3. Unrestricted cash balance is maintained between 150 and 250 days to maintain a Aa2 bond rating, and
 - 4. Net revenues will exceed debt service requirements.
- E. The City of Salem adopted the proposed rates as recommended by the Water/Wastewater Task Force at their November 12, 2024 City Council Meeting.
- F. The City of Keizer bills on behalf of the regional wastewater system for Keizer residents and businesses passing through the proceeds to the City of Salem to operate the system.

III. **Current Situation**

- A. The Water/Wastewater Task Force recommended a system-wide increase in wastewater fees of 4.5% effective January 1, 2025 and January 1, 2026.
- B. The City of Salem adopted the recommended wastewater rate increase on November 12, 2024.
- C. State law requires that all fees be adopted by the City Council and that public comment be accepted.
- D. There is no requirement for a formal public hearing, but the City Council must ask if any party wants to provide comment.

IV. **Analysis**

- A. **Strategic Impact** - Does not apply.
- B. **Financial** - The proposed rate increase will generate \$166,000 in Fiscal Year 2024-25 and \$324,000 in Fiscal Year 2025-26 in additional wastewater service charges.

The bimonthly increase for a single family residential account will be approximately \$3.70 for the January 1, 2025 increase and \$3.86 for the January 1, 2026 increase.

The historical wastewater rate increase is as follows:

- 1/1/2011 - 0.0%
- 1/1/2012 - 3.0%
- 1/1/2013 - 6.0%
- 1/1/2014 - 6.0%
- 1/1/2015 - 3.0%

- 1/1/2016 - 3.0%
- 1/1/2017 - 2.5%
- 1/1/2018 - 3.0%
- 1/1/2019 - 2.5%
- 1/1/2020 - 2.5%
- 1/1/2021 - 3.0%
- 1/1/2022 - 3.0%
- 1/1/2023 - 5.0%
- 1/1/2024 - 5.0%

C. **Timing** - The wastewater rates take effect January 1, 2025 and January 1, 2026.

D. **Policy/Legal** - City Council action is required to modify the wastewater fees charged to Keizer residents.

V. **Alternatives**

- A. Adopt the attached Resolution to increase the wastewater rates as adopted by the City of Salem.
- B. The City Council can amend the resolution to increase or decrease the wastewater rates charged to Keizer residential and commercial accounts however the City would still be responsible for paying the wastewater rates adopted by the City of Salem.
- C. Take No Action - The City can continue to bill Keizer residents the existing wastewater rates however the City would still be responsible for paying the wastewater rates adopted by the City of Salem.

VI. **Recommendation**

Staff recommends that the City Council allow for public comment and, unless there are objections or questions, adopt Resolution R2024-____ Relating to Wastewater Service Charges (2025-2026); Repeal of Resolution R2022-3318.

Attachments

1. ATT_CC_City of Salem Resolution 2024-46_12 02 2024
2. RES_CC_R2022-3318_2022-09-19_Relating to Wastewater Service Charges_12 02 2024
3. RES_CC_Salem Sewer Fees_12 2 2024
4. EXH_CC_Salem Sewer Fees_12 2 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."

RESOLUTION NO. 2024-46

A RESOLUTION SETTING FEES AND CHARGES FOR UTILITY SERVICE RATES

Whereas, pursuant to SRC 70.200, utility service rates, fees, and charges are to be established by resolution; and

Whereas, on July 25, 2022, utility service rates, fees, and charges were established by Resolution No. 2022-293; and

Whereas, the City may charge a five percent franchise fee on services provided to customers.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SALEM, OREGON,
RESOLVES AS FOLLOWS:

Section 1. The utility service rates, fees, and charges set forth in "Exhibit 1" consisting of five pages are hereby adopted.

Section 2. This resolution implements two consecutive years of increases as labeled, with the first increase effective on or after January 1, 2025, and the second year increase effective on or after January 1, 2026.

Section 3. This resolution supersedes Resolution 2022-293, and any previous resolution setting forth utility service rates, fees, and charges.

Section 4. This resolution is effective January 1, 2025.

ADOPTED by City Council this 12th day of November, 2024.

ATTEST:



Deputy City Recorder

Approved by City Attorney:



Prepared by: A. Blalock

City of Salem
Retail Water Utility Service Fees and Charges

Water billings for retail customers include a base charge and a volume charge for the amount of water consumed. Base charges have three components: billing, water meter per connection, and public fire protection. The billing charge is a flat rate per statement. The meter and public fire protection charges are based on the size of the water meter. Volume rates are charged per hundred cubic feet (ccf) which equals 748 gallons. Rates are established for each customer class and area based on service characteristics. The following table lists water rates for retail customers located inside and outside of the Salem city limits. Rates listed will appear on statements for service periods including January 1 and after of each year identified below and shall be applied to all accounts on a monthly basis. The City of Salem charges a five percent franchise fee on services to customers in Salem city limits.

Effective Dates:	Inside Salem - Retail		Outside City - Retail ⁽¹⁾	
	1/1/2025	1/1/2026	1/1/2025	1/1/2026

Water Service Charges

Base Charge (by meter size per connection) ⁽²⁾

5/8 - 3/4 inch meter	\$ 13.48	\$ 14.09	\$ 14.50	\$ 15.16
1 inch meter	19.49	20.37	20.97	21.92
1.5 inch meter	33.37	34.87	35.89	37.50
2 inch meter	50.00	52.25	53.78	56.20
3 inch meter	94.39	98.64	101.49	106.06
4 inch meter	144.32	150.82	155.17	162.15
6 inch meter	283.04	295.77	304.28	317.98
8 inch meter	976.58	1,020.53	1,049.85	1,097.09
10 inch meter	1,531.42	1,600.33	1,646.29	1,720.38

Volume Rate (by customer class per ccf)

Single Family Residential	⁽³⁾ \$ 3.16	\$ 3.30	\$ 3.43	\$ 3.58
Multifamily (individually metered)	3.16	3.30	3.43	3.58
Multifamily (shared meter)	2.60	2.72	2.83	2.96
Irrigation	4.42	4.62	4.81	5.02
Commercial (including Fire)	⁽⁴⁾ 2.74	2.86	2.97	3.10
Public	3.00	3.13	3.26	3.41
Institutional	⁽⁵⁾ 2.51	2.52	NA	NA
Industrial	⁽⁵⁾ 1.89	1.98	NA	NA

⁽¹⁾ Customers outside Salem city limits who may or may not be on septic systems and receive City water are assessed a 7.5 percent surcharge and are billed as retail customers of the City of Salem. This includes customers in Jan Ree and Eola-Chatnicka as well as other unincorporated areas.

⁽²⁾ Accounts with compound meters will be charged the base fee associated with the size of meter for the head that has measured more than half of the water consumed in the prior calendar year.

⁽³⁾ A \$10 credit will be offered as an incentive to residential customers who are selected and agree to participate in the City's lead and copper sampling program. This credit will be applied to the customer's account each time a sample is taken.

⁽⁴⁾ A fee for private fire protection service is applied monthly to identified accounts inside Salem city limits at a flat rate of \$2.00 per inch of diameter of main connection. These customers have automatic sprinkler systems, private fire hydrants, and standpipes for fire protection. Water is to be used only for the extinguishing of fires and flushing necessary for proper maintenance of fire protection equipment. The Director of Public Works may require a meter to protect against surreptitious use of water; and in such cases, the monthly minimum charge shall be applied in accordance with the size of the meter installed as listed above. Fire accounts must remain active and may revert to the property owner.

⁽⁵⁾ Industrial water customers use water for a process and are generally located in the lowest pressure zone. They may or may not have industrial wastewater flows. Institutional water customers use water similar to public customers, but their wastewater flows are measured and monitored like industrial customers.

Rates charged for wastewater collection and processing are based on service area and customer classification. A base charge is assessed per wastewater connection, and a volume rate is applied per hundred cubic feet (ccf) of average water consumption. The wastewater volume for each account where wastewater is not separately measured is established annually and shall be calculated on the average measurable water consumption using two or more meter readings for service periods including November 1 and after. Commercial customers using an average of more than 10,000 cubic feet (cf) of water per month may install, at the customer's expense, a separate meter to measure water used in a production process or for irrigation which does not flow through to the wastewater collection system. Rates listed will appear on statements for service periods including January 1 and after of each year identified below and shall be applied to all accounts on a monthly basis. The City of Salem charges a five percent franchise fee on services to customers in Salem city limits.

Effective Dates:	Inside Salem - Retail		Outside City - Retail ⁽⁴⁾	
	1/1/2025	1/1/2026	1/1/2025	1/1/2026

Wastewater Service Charges

Single Family Residential

Base charge (per account)	\$	19.21	\$	20.07	\$	20.89	\$	21.83
Volume (per ccf)		4.27		4.47		4.65		4.86
Without measurable water consumption (wastewater volume at 5 ccf)		40.56		42.42		44.14		46.13
New (without history; wastewater volume at 6 ccf)	(1)	44.83		46.89		48.79		50.99
Vacant (wastewater volume at 0.5 ccf)		21.34		22.31		23.21		24.26
Utility Rate Relief Program	(2)	(11.52)		(12.04)		(12.53)		(13.10)

Multifamily

Base charge - Duplex (per account)		20.87		21.81		22.71		23.73
Base charge - Triplex (per account)		22.53		23.54		24.52		25.62
Base charge - Fourplex (per account)		24.20		25.29		26.33		27.52
Base charge - Fiveplex (per account)		25.86		27.03		28.15		29.41
Add the following to base charge for each unit over five		1.66		1.74		1.81		1.90
Volume rate (per ccf)		4.27		4.47		4.65		4.86
New or without measurable water consumption (Base charge by units plus wastewater volume at 5 ccf per unit)	(1)							

Commercial/Public

Base charge (per account)		28.81		30.11		31.37		32.78
Volume rate (per ccf)		6.04		6.31		6.57		6.87
New (Base charge plus volume (ccf) equal to like business)	(1)							

Significant Industrial Users

Industrial Base Charge (per account)		3,075.94		3,214.35
Institutional Base Charge (per account)		1,539.25		1,608.52
Flow (per million gallons)		3,793.27		3,963.96
Biochemical Oxygen Demand (per 1000 lbs)		428.28		447.56
Total Suspended Solids (per 1000 lbs)		386.21		403.59

(1) Wastewater volumes for new accounts without history are set as indicated and may be adjusted upon the customer's request, based on actual usage after a minimum of two full billing cycles.

(2) The Utility Rate Relief Program provides a discount for qualifying elderly or disabled customers that have a gross household income equal to or less than 60 percent of State Median Income. The discount for wastewater represents 60 percent of the monthly wastewater base fee. Discounts for customers inside Salem city limits also include 100 percent of both the City Operations Fee and the Streetlight Fee in addition to the discount shown above for wastewater. Customers outside Salem city limits are not billed for the City Operations or Streetlight Fees. The program is limited to single-family residential utility accounts, and one discount per household may be approved. To qualify customers must complete the application process. Once approved for the program, the discount will begin on the next utility statement.

(3) Industrial and institutional customers considered to be Significant Industrial Users (SIUs) have high effluent flows, high loadings - based on measured levels of solids and oxygen demand, or the ability to negatively impact the treatment facility. SIUs are identified when connected to the wastewater collection system and require regular monitoring under federal regulations for the strength and quantity of effluent discharged.

(4) Administration fees are collected by the City of Salem, based on a contractual agreement with Marion County Board of Commissioners for the East Salem Service District, Jan Ree, and Labish Village Sewage and Drainage District.

Jan Ree

Single Family Residential - \$.60 per month
Multifamily Residential (per unit) - \$.50 per month
Commercial/Public (per account) - \$.60 plus \$.05 per ccf of wastewater in excess of 8 ccf per month
Labish Village Sewage and Drainage District
Single Family Residential - \$3.00 per month

Rates listed will appear on statements for service periods including January 1 and after of each year identified below and shall be applied to all accounts on a monthly basis.

Stormwater Service Charges

The City of Salem provides stormwater services to customers within the Salem city limits. Stormwater service fees have two components: a base charge per account and an impervious area charge. Total impervious area is converted to Equivalent Dwelling Units (EDU), and one EDU is equal to 3,000 square feet of impervious area. Residential tiers are established based on the impervious area contained in the building footprint while other customer classes measure total impervious area. In cases where multiple accounts serve one parcel, one of the accounts may be charged the stormwater service fee for the full parcel. Rates and charges are effective on statements for service periods including January 1 and after of each year identified below and shall be applied to all accounts on a monthly basis. The City of Salem charges a five percent franchise fee on services to customers in Salem city limits.

	Effective Dates:	1/1/2025	1/1/2026
Base Charge (per account)		\$ 13.81	\$ 14.44
Single Family Residential Impervious Area rate (based on tier)	(1)		
Tier 1 (less than or equal to 1,330 square feet)		6.84	7.15
Tier 2 (greater than 1,330 but less than 2,900 square feet)		7.83	8.18
Tier 3 (greater than or equal to 2,900 square feet)		8.80	9.19
Impervious Area rate for all other classifications (based on total area)	(2)		
per EDU (3,000 square feet of impervious area)		7.83	8.18

(1) Impervious areas include rooftops, driveways, sidewalks, paved parking areas, and compacted gravel or dirt. For single family residential properties, tiers are based on building footprints only. On average, single family properties in Salem have 700 square feet of impervious area in addition to the building footprint.

(2) Impervious areas are individually measured for the following customer classifications: multifamily, irrigation, commercial, public, institutional, industrial, fire, and wholesale. One equivalent dwelling unit (EDU) is equal to 3,000 square feet of impervious area.

Backflow Prevention Program

The City of Salem is required to manage a testing program to protect the drinking water system from potential sources of contamination through the installation and testing of backflow prevention assemblies. Oregon Administrative Rules 333-061-070 and Salem Revised Code 72.190 require a backflow prevention assembly be installed on residential and commercial water services that have the potential to contaminate the City's water system. Certain businesses and homes with irrigation systems are required to have backflow assemblies. These assemblies are required to be tested on an annual basis to ensure proper function. The property owner is responsible for the installation, maintenance, repair, and replacement of each backflow assembly. If the property owner fails to comply with backflow assembly requirements, water service may be disconnected. The utility account holder may be assessed fees associated with the property owner's failure to comply. The City of Salem is required to maintain proof of compliance. Rates and charges will appear on statements for service periods including January 1 and after of each year identified below and shall be applied to all accounts on a monthly basis.

	Effective Dates:	1/1/2025	1/1/2026
Backflow Prevention Fee		\$ 2.25	\$ 2.25

Septic Waste Disposal Fee

	Effective Dates:	1/1/2025	1/1/2026
Discharge Fee for Septic Waste (per gallon)		\$ 0.15	\$ 0.16

Hauled Waste Disposal Fees

	Effective Dates:	1/1/2025	1/1/2026
Leachate (per gallon)		\$ 0.05	\$ 0.06
Domestic waste sludge (per gallon)		0.08	0.08
Food waste and Fats, Oils, Grease (FOG) (per gallon)		0.05	0.05

City of Salem
Wholesale Water Utility Service Fees and Charges

Exhibit 1
Page 4 of 5

Water billings for wholesale customers include a base charge and a volume charge for the amount of water consumed. Base charges have three components: billing, water meter per connection, and public fire protection. The billing charge is a flat rate per invoice. Meter and public fire protection charges are based on the size of the water meter. Volume rates are charged per hundred cubic feet (ccf) which equals 748 gallons. The following table lists rates for each wholesale service area. Rates listed will appear on statements for service periods including January 1 and after of each year identified below and shall be applied to all accounts on a monthly basis.

Effective Dates:

1/1/2025	1/1/2026
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Water Service Charges

City of Turner

Base charge (by meter size per connection)

5/8 - 3/4 inch meter	\$ 8.84	\$ 9.24
1 inch meter	13.65	14.26
1.5 inch meter	21.65	22.63
2 inch meter	31.27	32.67
3 inch meter	56.89	59.45
4 inch meter	85.71	89.57
6 inch meter	165.79	173.25
8 inch meter	566.16	591.64
10 inch meter	886.45	926.34
Volume rate (per ccf)	1.38	1.44

Suburban East Salem Water District

Base charge (by meter size per connection)

5/8 - 3/4 inch meter	\$ 9.50	\$ 9.93
1 inch meter	14.67	15.33
1.5 inch meter	23.27	24.32
2 inch meter	33.61	35.12
3 inch meter	61.15	63.91
4 inch meter	92.14	96.28
6 inch meter	178.22	186.24
8 inch meter	608.62	636.01
10 inch meter	952.95	995.83
Volume rate (per ccf)	1.60	1.67

Orchard Heights Water Association

Base charge (by meter size per connection)

5/8 - 3/4 inch meter	\$ 14.50	\$ 15.16
1 inch meter	20.97	21.92
1.5 inch meter	35.89	37.50
2 inch meter	53.78	56.20
3 inch meter	101.49	106.06
4 inch meter	155.17	162.15
6 inch meter	304.28	317.98
8 inch meter	1,049.85	1,097.09
10 inch meter	1,646.29	1,720.38
Volume rate (per ccf)	4.09	4.27

City of Stayton and City of Aumsville (per ccf) emergency only

\$ 1.08 \$ 1.12

City of Keizer (per ccf) emergency only

1.60 1.67

City of Salem
Wholesale Wastewater Utility Service Fees and Charges

Exhibit 1
Page 5 of 5

Rates charged for wastewater collection and processing are based on service area and customer classification. A base charge is assessed per wastewater connection, and a volume rate is applied per hundred cubic feet (ccf) of average water consumption. The wastewater volume for each account where wastewater is not separately measured is established annually and shall be calculated on the average measurable water consumption using two or more meter readings for service periods that include November 1 and after. Commercial customers using an average of more than 10,000 cubic feet of water per month may install, at the customer's expense, a separate meter to measure water used in a production process or for irrigation which does not flow through to the wastewater collection system. Rates listed will appear on statements for service periods including January 1 and after of each year identified below and shall be applied to all accounts on a monthly basis. The City of Salem charges a five percent franchise fee on services to customers in Salem city limits.

Wastewater Service Charges

Effective Dates:	1/1/2025	1/1/2026
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Turner Service Area (Wholesale)		
Billing (per invoice)	\$ 2.56	\$ 2.68
Volume (per ccf)	4.27	4.47
Keizer Service Area (Retail by Customer Class)		
Single Family Residential		
Base charge (per account)	16.99	17.76
Volume rate (per ccf)	4.33	4.52
Without measurable water consumption (wastewater volume at 5 ccf)	38.62	40.36
New (without history; wastewater volume at 6 ccf)	42.95	44.88
Vacant (wastewater volume at 0.5 ccf)	19.15	20.02
Utility Rate Relief Program Base Charge (per account)	(1) (10.20)	(10.65)
Multifamily		
Base charge - Duplex (per account)	18.69	19.53
Base charge - Triplex (per account)	20.39	21.31
Base charge - Fourplex (per account)	22.09	23.08
Base charge - Fiveplex (per account)	23.79	24.86
Add the following to base charge for each unit over five	1.70	1.78
Volume rate (per ccf)	4.33	4.52
New or without measurable water consumption (Base charge by units plus wastewater volume at 5 ccf per unit)	(2)	
Commercial/Public		
Base charge (per account)	26.87	28.08
Volume rate (per ccf)	6.11	6.39
New or without measurable water consumption (Base charge plus volume (ccf) equal to like business)		

(1) The Utility Rate Relief Program provides a discount for qualifying elderly or disabled customers that have a gross household income equal to or less than 60 percent of State Median Income. The discount represents 60 percent of the wastewater base rate on each utility bill. The program is limited to single-family residential utility accounts, and one discount per household may be approved. To qualify, customers must complete the application process. Once approved for the program the discount will begin on the next utility statement.

(2) Wastewater volumes for new accounts without history are set as indicated and may be adjusted upon the customer's request, based on actual usage after a minimum of two full billing cycles.

RESOLUTION NO. 2024-46

A RESOLUTION SETTING FEES AND CHARGES FOR UTILITY SERVICE RATES

Adopted: November 12, 2024
Effective: January 1, 2025
Copy to:

Council Vote	Yes	No
Mayor Hoy	X	
Stapleton (Ward 1)	X	
Nishioka (Ward 2)	X	
Phillips (Ward 3)	X	
Gwyn (Ward 4)	X	
Gonzalez (Ward 5)		A
Hoy (Ward 6)		X
Nordyke (Ward 7)	X	
Varney (Ward 8)	X	

*A = Absent

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2022- 3318

4
5
6 RELATING TO WASTEWATER SERVICE CHARGES (2023-2024);
7 **REPEAL OF RESOLUTION R2020-3128**
8

9
10 WHEREAS, the City of Keizer is responsible for the City's sewer collection
11 system and contracts for treatment with the City of Salem;

12 WHEREAS, the City of Keizer has agreed to adopt the City of Salem's
13 wastewater service charges;

14 WHEREAS, the City Council adopted the 2021 and 2022 wastewater service
15 charges by Resolution R2020-3128;

16 WHEREAS, the City of Salem has adopted wastewater service charges for the
17 2023 and 2024 calendar years, with the first increase effective for the billing cycle
18 beginning January 1, 2023, and the second increase effective for the billing cycle
19 beginning January 1, 2024;

20 WHEREAS, it is appropriate for the City of Keizer to adopt the fees by
21 Resolution;

22 NOW, THEREFORE,

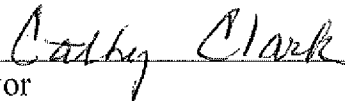
23 BE IT RESOLVED by the City Council of the City of Keizer that wastewater
24 service charges attached in Exhibit "A" and by this reference incorporated herein shall
25 be effective on January 1, 2023 and January 1, 2024 as shown in such Exhibit.

1 BE IT FURTHER RESOLVED that Resolution R2020-3128 (Relating to
2 Wastewater Services Charges (2021-2022)) is hereby repealed in its entirety on January
3 1, 2023.

4 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

5 PASSED this 19th day of September, 2022.

6
7 SIGNED this 19th day of September, 2022.

8
9
10 
Mayor

11
12 
13 City Recorder

City of Salem
Wholesale Wastewater Utility Service Fees and Charges

Exhibit 1
Page 5 of 5

Rates charged for wastewater collection and processing are based on service area and customer classification. A base charge is assessed per wastewater connection, and a volume rate is applied per hundred cubic feet (ccf) of average water consumption. The wastewater volume for each account where wastewater is not separately measured is established annually and shall be calculated on the average measurable water consumption using two or more meter readings on or after November 1. Commercial customers using an average of more than 10,000 cubic feet of water per month may install, at the customer's expense, a separate meter to measure water used in a production process or for irrigation which does not flow through to the wastewater collection system. Rates listed will appear on bills dated on or after February 1 of each year identified below and shall be applied to all accounts on a monthly basis. The City of Salem charges a five percent franchise fee on services to customers in Salem city limits.

Wastewater Service Charges

Effective Dates:

1/1/2023	1/1/2024
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Turner Service Area (Wholesale)

Billing (per invoice)	\$ 2.33	\$ 2.45
Volume (per ccf)	3.93	4.09

Keizer Service Area (Retail by Customer Class)

Single Family Residential

Base charge (per account)	15.19	16.26
Volume rate (per ccf)	3.98	4.14
Without measurable water consumption (wastewater volume at 5 ccf)	35.09	36.96
New (without history; wastewater volume at 6 ccf)	39.07	41.10
Vacant (wastewater volume at 0.5 ccf)	17.18	18.33
Utility Rate Relief Program Base Charge (per account)	(1) (11.23)	(12.00)

Multifamily

Base charge - Duplex (per account)	16.71	17.89
Base charge - Triplex (per account)	18.23	19.51
Base charge - Fourplex (per account)	19.75	21.14
Base charge - Fiveplex (per account)	21.27	22.76
Add the following to base charge for each unit over five	1.52	1.63
Volume rate (per ccf)	3.98	4.14
New or without measurable water consumption (Base charge by units plus wastewater volume at 5 ccf per unit)	(2)	

Commercial/Public

Base charge (per account)	23.97	25.71
Volume rate (per ccf)	5.60	5.85
New or without measurable water consumption (Base charge plus volume (ccf) equal to like business)		

(1) The Utility Rate Relief Program provides a discount for qualifying elderly or disabled customers that have a gross household income equal to or less than 60 percent of State Median Income. The discount represents 60 percent of the wastewater base rate on each utility bill. The program is limited to single-family residential utility accounts, and one discount per household may be approved. To qualify, customers must complete the application process. Once approved for the program the discount will begin on the next utility bill.

(2) Wastewater volumes for new accounts without history are set as indicated and may be adjusted upon the customer's request, based on actual usage after a minimum of two full billing cycles.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2024-_____

RELATING TO WASTEWATER SERVICE CHARGES (2025-2026);
REPEAL OF RESOLUTION R2022-3318

WHEREAS, the City of Keizer is responsible for the City's sewer collection system and contracts for treatment with the City of Salem;

WHEREAS, the City of Keizer has agreed to adopt the City of Salem's wastewater service charges;

WHEREAS, the City Council adopted the 2023 and 2024 wastewater service charges by Resolution R2022-3318;

WHEREAS, the City of Salem has adopted wastewater service charges for the 2025 and 2026 calendar years, with the first increase effective for the billing cycle beginning January 1, 2025, and the second increase effective for the billing cycle beginning January 1, 2026;

WHEREAS, it is appropriate for the City of Keizer to adopt the fees by Resolution;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that wastewater service charges attached in Exhibit "A" and by this reference incorporated herein shall be effective on January 1, 2025 and January 1, 2026 as shown in such Exhibit.

1 BE IT FURTHER RESOLVED that Resolution R2022-3318 (Relating to
2 Wastewater Services Charges (2023-2024)) is hereby repealed in its entirety on January
3 1, 2025.

4 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

5 PASSED this _____ day of _____, 2024.

6
7 SIGNED this _____ day of _____, 2024.

8
9
10 _____
11 Mayor

12 _____
13 City Recorder

City of Salem
Wholesale Wastewater Utility Service Fees and Charges

Exhibit 1
Page 5 of 5

Rates charged for wastewater collection and processing are based on service area and customer classification. A base charge is assessed per wastewater connection, and a volume rate is applied per hundred cubic feet (ccf) of average water consumption. The wastewater volume for each account where wastewater is not separately measured is established annually and shall be calculated on the average measurable water consumption using two or more meter readings for service periods that include November 1 and after. Commercial customers using an average of more than 10,000 cubic feet of water per month may install, at the customer's expense, a separate meter to measure water used in a production process or for irrigation which does not flow through to the wastewater collection system. Rates listed will appear on statements for service periods including January 1 and after of each year identified below and shall be applied to all accounts on a monthly basis. The City of Salem charges a five percent franchise fee on services to customers in Salem city limits.

Wastewater Service Charges

Effective Dates:

1/1/2025	1/1/2026
----------	----------

Turner Service Area (Wholesale)			
Billing (per invoice)	\$	2.56	\$ 2.68
Volume (per ccf)		4.27	4.47
Keizer Service Area (Retail by Customer Class)			
Single Family Residential			
Base charge (per account)		16.99	17.76
Volume rate (per ccf)		4.33	4.52
Without measurable water consumption (wastewater volume at 5 ccf)		38.62	40.36
New (without history; wastewater volume at 6 ccf)		42.95	44.88
Vacant (wastewater volume at 0.5 ccf)		19.15	20.02
Utility Rate Relief Program Base Charge (per account)	(1)	(10.20)	(10.65)
Multifamily			
Base charge - Duplex (per account)		18.69	19.53
Base charge - Triplex (per account)		20.39	21.31
Base charge - Fourplex (per account)		22.09	23.08
Base charge - Fiveplex (per account)		23.79	24.86
Add the following to base charge for each unit over five		1.70	1.78
Volume rate (per ccf)		4.33	4.52
New or without measurable water consumption (Base charge by units plus wastewater volume at 5 ccf per unit)	(2)		
Commercial/Public			
Base charge (per account)		26.87	28.08
Volume rate (per ccf)		6.11	6.39
New or without measurable water consumption (Base charge plus volume (ccf) equal to like business)			

(1) The Utility Rate Relief Program provides a discount for qualifying elderly or disabled customers that have a gross household income equal to or less than 60 percent of State Median Income. The discount represents 60 percent of the wastewater base rate on each utility bill. The program is limited to single-family residential utility accounts, and one discount per household may be approved. To qualify, customers must complete the application process. Once approved for the program the discount will begin on the next utility statement.

(2) Wastewater volumes for new accounts without history are set as indicated and may be adjusted upon the customer's request, based on actual usage after a minimum of two full billing cycles.



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Tim Wood, Assistant City Manager
Subject: RESOLUTION: Establishing Keizer Park Reservation and Use Fees; Repealing Resolution R2023-3411

Proposed Motion

I move the City Council adopt Resolution R2024-_____ Establishing Keizer Park Use Fees; Repealing Resolution R2023-3411

I. Summary

During the October 2, 2023 Regular Session, the City Council adopted Resolution R2023-3411 - Establishing Keizer Park Use Fees; Repealing Resolution R2019-2978. The resolution modified the City's fee schedule to add fees associated with allowing vendors to operate within city parks. An unintended consequence of the resolution was that the date the park use fees would automatically index was changed from July 1, 2024 to July 1, 2026. This change would result in the fees effective July 1, 2021 would remain in effect until July 1, 2026, and the indexing would occur on a date that is out of sync with all the other City fees that are subject to the every three-year indexing convention.

Staff is recommending that the resolution be amended to reflect the original July 1, 2024 index date to be consistent with the original intent of indexing the park use fees every three years and to administratively align with the other city fees that use the same indexing convention.

II. Background

- A. At the October 2, 2023 Regular Session, the City Council adopted a resolution to add fees associated with allowing vendors to operate within the city parks.
- B. The resolution reset the automatic index period for all of the existing park use fees from July 1, 2024 to July 1, 2026, thereby keeping the park use fees established July 1, 2021 in effect until July 1, 2026.
- C. Administratively the change in date puts the park use fees on an index schedule that is different from all of the other city fees that use the same indexing convention.

III. **Current Situation**

- A. A resolution is attached setting the fees to be the 2024 indexed fees and changing the automatic index date from July 1, 2026 to July 1, 2027 to be consistent with the intent of indexing the park use fees every three years and to align with other fees using the same indexing convention.

IV. **Analysis**

- A. **Strategic Impact** - Not Applicable
- B. **Financial** - The City of Keizer receives approximately \$8,000 - \$10,000 in park use fees per year.
- C. **Timing** - The change would be effective upon adopting the attached resolution.
- D. **Policy/Legal** - Adopting the fees and changing the index date requires action of the City Council.

V. **Alternatives**

- A. Adopt the attached resolution setting the fees and amending the index date to reflect the original intent of an every three year index period and alignment with other fees using the same indexing convention.
- B. Take no action.

VI. **Recommendation**

Staff recommends the City Council adopt the attached resolution setting the fees and amending the index date to reflect the original intent of an every three year index period and alignment with the other fees using the same indexing convention.

Attachments

- 1. RES_CC_R2023-3411_2023-10-02 - Establishing Keizer Park Use Fees_12 02 2024
- 2. RES_CC_Res Establishing Keizer Park Use Fees_12 2 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 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R2023- 3411

3 ESTABLISHING KEIZER PARK USE FEES; **REPEALING**
4 **RESOLUTION R2019-2978**

5
6 WHEREAS, Keizer Parks Regulations provide for use fees to be set by
7 resolution;

8 WHEREAS, Resolution R2019-2978 set such fees;

9 WHEREAS, the City Council of the City of Keizer wishes to amend the Keizer
10 Park Use Fees;

11 NOW, THEREFORE,

12 BE IT RESOLVED by the City Council of the City of Keizer that park use fees
13 for reserved exclusive use shall be as follows:

14 Section 1. \$42.00 minimum for two (2) hours and then \$16.00 per hour for
15 each additional hour for park areas in which any shelters, temporary structures or
16 facilities are constructed, except for the Keizer Rotary Amphitheater.

17 Section 2. \$105.00 minimum for two (2) hours and then \$53.00 per hour for
18 each additional hour for park areas that do not include shelters, temporary structures or
19 constructed facilities in which an event is reserved for exclusive use by private parties,
20 non-profit entities, or organizations benefiting the City of Keizer community.

21 Section 3. \$84.00 minimum for two (2) hours and then \$42.00 per hour for
22 each additional hour up to a maximum of \$420.00 per day for any single sport field

1 reserved for organized events organized by private parties, non-profit entities, or
2 organizations benefiting the City of Keizer community.

3 Section 4. \$170.00 minimum for four (4) hours and then \$42.00 per hour for
4 each additional hour reserved for any events organized at the Keizer Rotary
5 Amphitheatre by private parties, non-profit entities, or organizations benefiting the City
6 of Keizer community.

7 Section 5. \$170.00 minimum for four (4) hours and then \$42.00 per hour for
8 each additional hour or ten percent (10%) of ticket sales, whichever is greater, for any
9 single organized events at the Keizer Rotary Amphitheatre by private parties, non-profit
10 entities, for-profit organizations or organizations benefiting the City of Keizer
11 community.

12 Section 6. In addition to the use fees set forth above, there shall be a fee of
13 \$21.00 a day for any organized events at the Keizer Rotary Amphitheatre that require
14 electrical power. The City Manager or designee is authorized to establish fees for any
15 additional amenities, such as tables, additional labor charges, or equipment.

16 Section 7. In addition to the use fees set forth above, there shall be a fee of
17 \$21.00 a day for any organized events at Chambers Jones Park that require electrical
18 power. The City Manager or designee is authorized to establish fees for any additional
19 amenities, such as tables, additional labor charges, or equipment.

20

1 Section 8. In addition to the use fees set forth above, there shall be a permit
2 application fee submitted in the amount of \$63.00. If the event is cancelled within city
3 regulations (see below) or the event permit denied, the use fees shall be refunded. The
4 permit application fee shall only be refunded if the event permit is denied.

5 Section 9. Park Vendor fees shall be as follows:

6 Annual fee: \$100.00

7 Monthly fee: \$ 50.00

8 Section 10. With the exception of Section 9 fees, use fees shall be refunded in
9 full if the event is cancelled thirty or more days prior to the date of the event. Park
10 Vendor fees are non-refundable. Cancellation of an event shall be in writing to the City
11 and must be confirmed by the City in order to receive a refund. The City Manager or
12 designee is authorized to establish appropriate procedures and process as set forth in the
13 Use Agreement signed by all users. In additional, the City Manager or designee is
14 authorized to establish other fees such as a refundable deposit.

15 Section 11. The process set forth herein shall be followed instead of the process
16 set forth in the Parade/Special Event/Block Party Ordinance (Ordinance No. 2023-858).

17 Section 12. Waiver of Fees. At the discretion of the City Manager or the City
18 Manager's designee, fees may be waived for State of Oregon approved schools when
19 requesting a park for educational use.

20 At the discretion of the City Manager or the City Manager's designee, park

1 materials or services may be accepted in lieu of all or part of the applicable park
2 reservation fee.

3 Section 13. Exempt Uses. Any City activity held in a Keizer City Park or
4 Keizer Rotary Amphitheatre is exempt from payment of all fees set forth in this
5 Resolution.

6 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that this
7 Resolution shall take effect immediately upon its passage.

8 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the
9 fees established herein shall automatically be adjusted every three years using the
10 Portland Consumer Price Index for Wage Earners beginning July 2026.

11 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the
12 automatic adjustments be rounded pursuant to the following methodology:

- 13 1. Fees that are one dollar or less shall be rounded to the
14 nearest cent.
- 15 2. Fees that are over one dollar and up to ten dollars shall be
16 rounded to the nearest five cent increment.
- 17 3. Fees over ten dollars and up to one hundred dollars shall
18 be rounded to the nearest whole dollar.
- 19 4. Fees over one hundred dollars shall be rounded to the
20 nearest five dollar increment.
- 21 5. When an indexed fee is half way or more between the
22 lower increment and the higher increment, the fee will be
23 increased to the next increment.
- 24 6. When an indexed fee is less than half way between the
25 lower increment and the higher increment, the fee will be set
26 to the lower increment.

1 BE IT FURTHER RESOLVED that Resolution R2019-2978 is hereby repealed in
2 its entirety.

3 PASSED this 2nd day of October, 2023.

4 SIGNED this 2nd day of October, 2023.

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Cathy Clark
Mayor

Melissa Bisset
City Recorder

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R2024-_____

3 ESTABLISHING KEIZER PARK USE FEES; **REPEALING**
4 **RESOLUTION R2023-3411**

5
6 WHEREAS, Keizer Parks Regulations provide for use fees to be set by
7 resolution;

8 WHEREAS, Resolution R2023-3411 set such fees;

9 WHEREAS, the adoption of Resolution R2023-3411 stated that indexing was to
10 begin July 2026 instead of July 2024;

11 WHEREAS, if the rates are not updated now, the City will be five years behind
12 on indexing and not in line with other fees;

13 WHEREAS, the City Council of the City of Keizer wishes to amend the Keizer
14 Park Use Fees;

15 NOW, THEREFORE,

16 BE IT RESOLVED by the City Council of the City of Keizer that park use fees
17 for reserved exclusive use shall be as follows:

18 Section 1. \$50.00 minimum for two (2) hours and then \$19.00 per hour for
19 each additional hour for park areas in which any shelters, temporary structures or
20 facilities are constructed, except for the Keizer Rotary Amphitheater.

21 Section 2. \$125.00 minimum for two (2) hours and then \$63.00 per hour for
22 each additional hour for park areas that do not include shelters, temporary structures or

1 constructed facilities in which an event is reserved for exclusive use by private parties,
2 non-profit entities, or organizations benefiting the City of Keizer community.

3 Section 3. \$100.00 minimum for two (2) hours and then \$50.00 per hour for
4 each additional hour up to a maximum of \$505.00 per day for any single sport field
5 reserved for organized events organized by private parties, non-profit entities, or
6 organizations benefiting the City of Keizer community.

7 Section 4. \$200.00 minimum for four (4) hours and then \$50.00 per hour for
8 each additional hour reserved for any events organized at the Keizer Rotary
9 Amphitheatre by private parties, non-profit entities, or organizations benefiting the City
10 of Keizer community.

11 Section 5. \$200.00 minimum for four (4) hours and then \$50.00 per hour for
12 each additional hour or ten percent (10%) of ticket sales, whichever is greater, for any
13 single organized events at the Keizer Rotary Amphitheatre by private parties, non-profit
14 entities, for-profit organizations or organizations benefiting the City of Keizer
15 community.

16 Section 6. In addition to the use fees set forth above, there shall be a fee of
17 \$25.00 a day for any organized events at the Keizer Rotary Amphitheatre that require
18 electrical power. The City Manager or designee is authorized to establish fees for any
19 additional amenities, such as tables, additional labor charges, or equipment.

20

1 Section 7. In addition to the use fees set forth above, there shall be a fee of
2 \$25.00 a day for any organized events at Chambers Jones Park that require electrical
3 power. The City Manager or designee is authorized to establish fees for any additional
4 amenities, such as tables, additional labor charges, or equipment.

5 Section 8. In addition to the use fees set forth above, there shall be a permit
6 application fee submitted in the amount of \$75.00. If the event is cancelled within city
7 regulations (see below) or the event permit denied, the use fees shall be refunded. The
8 permit application fee shall only be refunded if the event permit is denied.

9 Section 9. Park Vendor fees shall be as follows:

10 Annual fee: \$100.00

11 Monthly fee: \$ 50.00

12 Section 10. With the exception of Section 9 fees, use fees shall be refunded in
13 full if the event is cancelled thirty or more days prior to the date of the event. Park
14 Vendor fees are non-refundable. Cancellation of an event shall be in writing to the City
15 and must be confirmed by the City in order to receive a refund. The City Manager or
16 designee is authorized to establish appropriate procedures and process as set forth in the
17 Use Agreement signed by all users. In additional, the City Manager or designee is
18 authorized to establish other fees such as a refundable deposit.

19 Section 11. The process set forth herein shall be followed instead of the process
20 set forth in the Parade/Special Event/Block Party Ordinance (Ordinance No. 2023-868).

1 Section 12. Waiver of Fees. At the discretion of the City Manager or the City
2 Manager's designee, fees may be waived for State of Oregon approved schools when
3 requesting a park for educational use.

4 At the discretion of the City Manager or the City Manager's designee, park
5 materials or services may be accepted in lieu of all or part of the applicable park
6 reservation fee.

7 Section 13. Exempt Uses. Any City activity held in a Keizer City Park or
8 Keizer Rotary Amphitheatre is exempt from payment of all fees set forth in this
9 Resolution.

10 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that this
11 Resolution shall take effect immediately upon its passage.

12 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the
13 fees established herein shall automatically be adjusted every three years using the
14 Portland Consumer Price Index for Wage Earners beginning July 2027.

15 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the
16 automatic adjustments be rounded pursuant to the following methodology:

- 17 1. Fees that are one dollar or less shall be rounded to the
18 nearest cent.
19 2. Fees that are over one dollar and up to ten dollars shall be
20 rounded to the nearest five cent increment.
21 3. Fees over ten dollars and up to one hundred dollars shall
22 be rounded to the nearest whole dollar.
23 4. Fees over one hundred dollars shall be rounded to the
24 nearest five dollar increment.

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5. When an indexed fee is half way or more between the lower increment and the higher increment, the fee will be increased to the next increment.
6. When an indexed fee is less than half way between the lower increment and the higher increment, the fee will be set to the lower increment.

BE IT FURTHER RESOLVED that Resolution R2023-3411 is hereby repealed in its entirety.

PASSED this _____ day of _____, 2024.
SIGNED this _____ day of _____, 2024.

Mayor

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 - Keizer Chamber of Commerce - First Citizen and Awards Banquet

Proposed Motion

I move the City Council approve a waiver of the Event Center use fee of \$7,393.75 for the Keizer Chamber of Commerce First Citizen and Awards Banquet on January 18, 2025 but charge \$400.00 for third party security personnel.

I. Summary

The Keizer Chamber of Commerce has requested a use fee waiver for their First Citizen and Awards Banquet on Saturday, January 18, 2025. The letter of request is attached to this report. The event is open to the public and tickets are available for purchase at \$70 per person. The 2025 event will honor recipients of the Keizer First Citizen award, Merchant of the Year award, President's Choice award, Service to Education award, and the Dennis Koho Future First Citizen award. The estimated attendance is 400 people.

The rental rates for the Ballroom are \$243.75 per hour (includes Keizer-based 501(c) non-profit organization 25% discount) along with a refundable security deposit of \$1,500. The Chamber has requested access to the ballroom on the day of the event from 8:00 am until 11:00 pm and on the day before the event for setup from 8:00 am to 10:00 pm. The rental rate for this time period, including security, stage, and media equipment, is \$7,393.75.

Third party security personnel will be required during the hours of alcohol service at an additional \$400.00.

Staffing fees are included in the use fee. Staff will be required to set up the room prior to the event, cover during the event, and then clean/restore the room after the event. The approximate staff time is 36 hours, totaling \$1,800.

II. Background

- A. On August 21, 2024, the Keizer Chamber of Commerce submitted a letter requesting a fee waiver for the event.

- B. The Keizer City Council waived use fees for the 2024 Keizer First Citizen and Awards Banquet but charged for outside security costs.

III. **Current Situation**

- A. The City has received and approved the completed use agreement dated June 12, 2024 for the event.
- B. No other request for room reservations on this date have been received.

IV. **Analysis**

- A. **Strategic Impact** - Not applicable.
- B. **Financial** - The financial impact of this request is a reduction in use fee income of \$7,393.75 for the Event Center.
- C. **Timing** - The event is scheduled for January 18, 2025.
- D. **Policy/Legal** - Resolution R2024-3435 - Adopting Use Policies and Rates for the Keizer Event Center: Repealing Resolution R2023-3423, indicates that the City Council may reduce or waive rates, deposits or other costs for certain uses if, in the Council's sole discretion, the use is a significant benefit to the Keizer community considering such factors as the City's fixed and non-fixed costs, staff resources, wear and tear on the facility, and other factors deemed appropriate by Council.

V. **Alternatives**

- A. Approve the waiver of the Event Center use fees of \$7,393.75.
- B. Take no action and the City will charge the applicable use fees for access to the room.

VI. **Recommendation**

Staff recommends the City Council approve the requested waiver of the Event Center use fees of \$7,393.75 for the Keizer Chamber of Commerce First Citizen and Awards Banquet on January 18, 2025.

Attachments

1. LTR_CC_2025 First Citizen Fee Waiver_11 18 2024
2. RES_CC_R2024-3435_2023-01-02 - Adopting Use Policies and Rates for the Keizer Event Center_11 18 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."



4118 River Road N
Keizer, Oregon 97303
KeizerChamber.com

8/21/2024

To Mayor Cathy Clark, Council President Starr, City Councilors, City Manager Brown, and City Staff,

Each year in partnership with the City of Keizer, the Keizer Chamber of Commerce holds the First Citizen's Banquet. We are very grateful for the support and partnership from the city for this event and the many other events you allow us to hold at the City of Keizer Event Center.

The Keizer Chamber and the First Citizen's Committee would like to request the waiver of all fees acquired through the rental and use of the Event Center for the First Citizen's Banquet. This would be incredible support for the Keizer Chamber to allow us to focus on planning the event and making it wonderful for the city and the citizens that attend.

Thank you so much for your consideration.

Sincerely,

Corri Falardeau
Executive Director

EXECUTIVE BOARD

Jeremy Turner

Jane Lowery

Jonathan Thompson

Tami Levin

DIRECTORS

Alex Aguilar

Jenn Benavidez

Brian Canini

Misti Cook

Darrell Fuller

Mike Gatchet

Louis Risewick

Dave Walery

503.393.9111

info@KeizerChamber.com

@KeizerChamber

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:

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- 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.
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6 do business in the State of Oregon. The City of Keizer, its officers, agents,
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8 insurance policy. Client must provide the City with the proof of the
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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.

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24 four hour minimum.
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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.
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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:
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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
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40 f. City Employee/City Volunteer Training. Training and meetings for
41 City employees or City volunteers are exempt. Other governmental
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- 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.

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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.

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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.

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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.

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

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

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

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

34 transient occupancy taxes, other identifiable economic benefits to the

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

36 City of Keizer administratively.

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

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

7 PASSED this 2nd day of January, 2024.

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

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Anthony Clark
Mayor

Dawn Wilson
Deputy City Recorder



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

Proposed Motion

I move the City Council approve a waiver of the Event Center use fee of \$925.00 for the Valor Mentoring Fundraiser event on October 29, 2024.

I. Summary

The City Council, during regular session on November 4, 2024, requested staff prepare for consideration a waiver of the Event Center use fee of \$925.00 for the Valor Mentoring Fundraiser event held on October 29, 2024.

The use rate for the Event Center Iris Ballroom is \$600.00 for up to 12 hours for a Keizer-based 501(c) organization conducting a fundraiser along with a refundable deposit of \$1,500.00. This discounted rate is available once per calendar year. In addition, Valor Mentoring requested use of the stage, projector/screens and coat rack for an additional \$325.00.

Staffing fees are included in the use fee. Staff set up the room prior to the event, provided cover during the event, and then cleaned/restored the room after the event. The approximate staff time was 16 hours, totaling \$800.00.

II. Background

- A. The City Council, during regular session on November 4, 2024, requested staff prepare a waiver of the Event Center use fee of \$925.00 for the Valor Mentoring Fundraiser event held on October 29, 2024.
- B. The City has not previously provided Valor Mentoring an Event Center use fee waiver.

III. Current Situation

- A. The event has concluded and the refundable deposit returned to Valor Mentoring.

IV. **Analysis**

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - The financial impact of this request is a reduction in use fee income of \$925.00 for the Event Center.
- C. **Timing** - The event was held October 29, 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. Retroactively approve the waiver of the Event Center use fees of \$925.00.
- B. Take no action and the City will charge the applicable use fees for access to the room.

VI. **Recommendation**

Staff recommends the City Council approve a waiver of the Event Center use fee of \$925.00 for the Valor Mentoring Fundraiser event on October 29, 2024.

Attachments

- 1. RES_CC_R2024-3435_2023-01-02 - Adopting Use Policies and Rates for the Keizer Event Center_11 18 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 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.

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Mayor

Dawn Wilson
Deputy City Recorder



Floodplain Update - PICM Pre-Implementation Compliance Measures

CITY COUNCIL

DECEMBER 2, 2024

PICM Wordle/ Alphabet soup

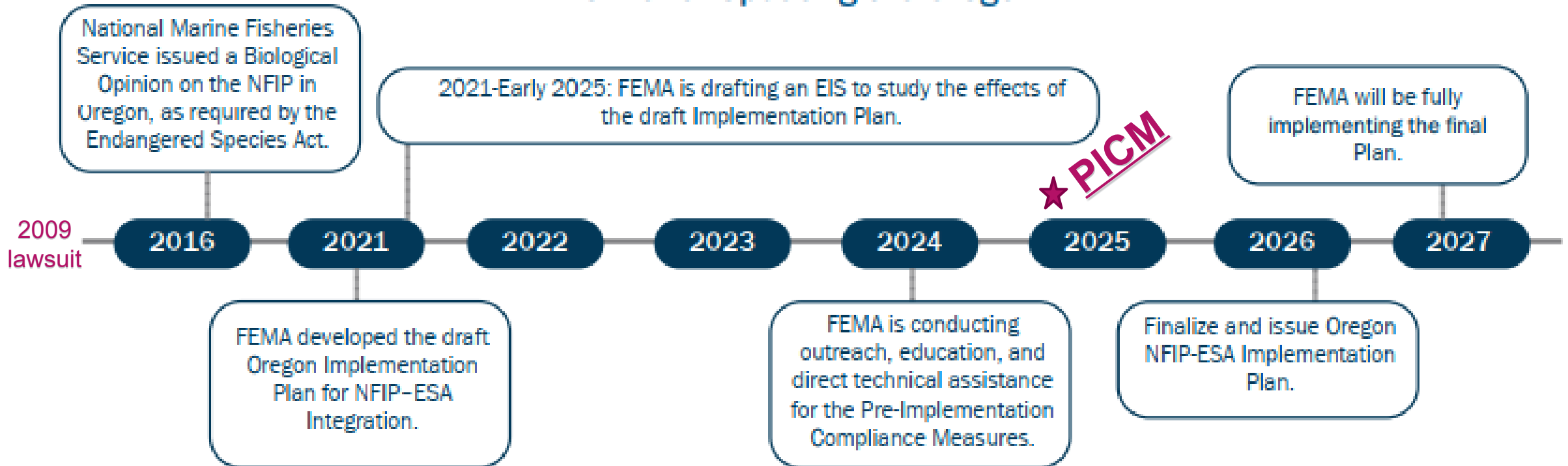
ARF – Abbreviations R Fun



- **FEMA** - Federal Emergency Management Agency
- **PICM** - Pre-Implementation Compliance Measures
- **NFIP** - National Flood Insurance Program
- **FIRM** - Flood Insurance Rate Map
- **SFHA** - Special Flood Hazard Area
- **NMFS** - National Marine Fisheries Service
- **BiOp** - Biological Opinion
- **ESA** - Endangered Species Act
- **EIS** - Environmental Impact Statement
- **NEPA** - National Environmental Policy Act
- **RPA** - Reasonable and Prudent Alternative
- **ROD** - Record of Decision

Why PICM? – Keizer is an NFIP community Protects Threatened/Endangered Species (interim)

Timeline for Updating the Oregon NFIP



PICM came as a surprise – FEMAs way to address ESA compliance (interim)

- ◆ Sept. 2023 environmental advocacy groups sue FEMA alleging taking too long
- ◆ July 2024 FEMA announces PICM: short-term measures until ROD (2026?)
- ◆ FAQs and workshops (august – now)
- ◆ Letters sent by delegates and Governor requesting extension
- ◆ Ultimately - December 1st deadline to inform FEMA of which PICM Keizer is choosing to implement (permit by permit)
- ◆ PICM will be in effect until the ROD is issued (a year or so)



Affected Areas

Special Flood Hazard Area

Requirements only apply to the SFHA (100 year floodplain)

* (5 FPDP issued 2020-present)



PICM Path 1 – Prohibit Development

- ◆ Require a local Moratorium
 - ◆ rare and limited in duration
 - ◆ legally complicated
 - ◆ Political ramifications/community concern
- ◆ May be possible to create exceptions
 - ◆ Disaster recovery
 - ◆ Floodplain enhancement projects
- ◆ Staff does not recommend, but this could be pursued at Council's direction

PICM Path 2 – Model Ordinance

- ◆ Staff is hesitant based on experience with other model codes
- ◆ The draft is currently being revised by FEMA and anticipates a new draft will be available in early December
- ◆ Model has requirements for mitigation and “no net loss”
 - ◆ Floodplain Storage, Water Quality, Vegetation
- ◆ Requires legislative text amendment and appropriate timeframes associated with it
- ◆ If this option is selected, Cities have until July 31, 2025 to adopt and must adhere to a “permit by permit” review in the interim until adopted
- ◆ We may want to pursue this “path” in the future

PICM Path 3 – Permit by Permit

- ◆ Habitat assessment and mitigation plan required with FPDP applications to achieve “no net loss” (Floodplain Storage, Water Quality, Vegetation)
 - ◆ Includes mitigation ratios
 - ◆ Assessment to be prepared by “qualified” individual
- ◆ May require code amendment (for best practices it probably should)
- ◆ Necessitates staff resources/possible outside review by qualified professionals
- ◆ Guidance documentation is under revision by FEMA currently to help with review and requirements for habitat assessment
- ◆ This is considered the default option and FEMA has indicated cities will be held to this requirement if Option 1 or 2 is not selected.
- ◆ Staff notified FEMA we would be taking a permit by permit approach

NOTICE MY BALL MY RULES

Penalties

Cities default to the permit-by-permit option if no selection given to FEMA by Dec 1st

FEMA has indicated they want to assist communities as they implement PICMs, not penalize – but response/ communication is key

- ◆ FEMA will contact communities that don't respond to help identify technical assistance needs
- ◆ FEMA will Audit floodplain development activities occurring in PICM timeframe
- ◆ Required mitigation for any projects
- ◆ As an NFIP community, it is required
- ◆ FEMA is understanding of the concerns expressed by local government, but did not adjust timeframes or allow extensions
- ◆ FEMA has also indicated it is important for communities to “build their record” on how we are attempting to address ESA compliance
- ◆ FEMA is offering technical assistance and isn't looking to be punitive to Cities that are showing a good faith effort

For now - Permit by Permit approach

- ◆ Model code may be appropriate and can be adopted at anytime in the future if it is determined that is the best approach, but staff would not want to pursue this or commit to it until reviewing the upcoming revisions
- ◆ All 3 options may necessitate Measure 56 notice requirements
- ◆ All 3 options require more staff resources, without financial support
- ◆ Timing is a concern since the PICMs are only temporary and it is unknown as to final requirements of FEMA-ESA implementation plan
- ◆ Planning Commission concurred with this recommendation

Questions



FEMA

November 14, 2024

The Honorable Tina Kotek
Office of the Governor
900 Court Street NE, Suite 254
Salem, Oregon 97301

Dear Governor Kotek:

Thank you for your letter and the detailed information provided regarding FEMA's proposed strategy for the National Flood Insurance Program (NFIP) in Oregon, specifically regarding the implementation of Element 2 of the Reasonable and Prudent Alternative (RPA) in the National Marine Fisheries Service's (NMFS) Biological Opinion ("BiOp") on the implementation of the NFIP in Oregon. FEMA refers to these efforts as the Pre-Implementation Compliance Measures (PICMs). FEMA is committed to implementing and enforcing the NFIP fairly, in a way that helps reduce flood losses across the nation. FEMA is also committed to compliance with Section 7(a)(2) of the Endangered Species Act (ESA).

We understand the importance of the issues raised and acknowledge the need for careful consideration and collaboration with state and local officials and agencies. We appreciate hearing your insights and feedback. FEMA recently met with a representative from your office to discuss the timeline for the PICMs and the implementation of the BiOp.

We are committed to working together to ensure that the implementation of the PICMs is done thoughtfully and effectively. We will continue to engage with all relevant stakeholders to find a balanced and sustainable solution. However, our compliance with the ESA is contingent on timely implementation of the NMFS BiOp recommendations. FEMA must meet the deadlines for implementation that were represented to the Court in a lawsuit filed by the Center for Biological Diversity against FEMA in the District Court for the District of Oregon and they cannot be altered at this time.

We acknowledge these deadlines may be challenging for some communities and we want to emphasize that FEMA is committed to working together in good faith as a partner with communities to ensure compliance with the ESA, including providing technical assistance where needed. Our goal will be to ensure success in meeting the requirements.

As a reminder, communities are expected to choose one of three PICM options by December 1, 2024: prohibit all new development in the floodplain, incorporate the ESA into local floodplain

Kotek
November 14, 2024
Page Two

ordinances or require permit-by-permit Floodplain Habitat Assessments. If no option is selected by that time, FEMA expects the community is defaulting to the permit-by-permit option. Shortly after December 1, FEMA will reach out via letter to each community to communicate the PICM the community has chosen or defaulted to and offer technical assistance to help communities as they are implementing the PICM option. All communities are expected to begin data collection efforts on January 31, 2025 using the data collection points outlined in Element 5 of the RPA and the reporting tool FEMA has developed to help communities collect and report this data. Communities are expected to fully implement their chosen PICM option by July 31, 2025. Communities are encouraged to contact the Region 10 Floodplain Management team with questions using the dedicated email box set up for PICM: fema-r10-mit-picm@fema.dhs.gov

If you have questions or need additional assistance, please have a member of your staff contact FEMA's Office of External Affairs, Intergovernmental Affairs Division at FEMA-IGA@fema.dhs.gov.

Sincerely,

**ERIC J
LETVIN**

Digitally signed by ERIC J LETVIN
Date: 2024.11.14 15:14:17 -05'00'

Eric J. Letvin, PE, Esq., CFM
Deputy Assistant Administrator, Hazard Mitigation Directorate
FEMA Resilience

Cc: Willie G. Nunn, Regional Administrator, Region 10



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Adam Brown, City Manager
Subject: City Council Rules and Procedures Revisions

Proposed Motion

I move to direct staff to bring back revisions to the City Council as discussed at the meeting to amend the Keizer City Council Rules and Procedures.

I. Summary

With the concurrence of two other council members, councilors may add items to the agenda. Three councilors have provided support to initiate amendments to the Council Rules and Procedures.

The purpose of this agenda item is to discuss potential updates to the Council Rules that would embed a team approach into how the Council conducts their work and to provide some clarity around meeting efficiencies. If Council concurs, staff would be directed to bring the changes back for approval at the December 16th meeting.

II. Background

- A. Council President Shaney Starr requested that this item be put on the agenda for discussion. She received the support from Councilor Soraida Cross and Councilor Kyle Juran. Their support in writing is attached.

III. Current Situation

- A. The item has the required support needed to debate at a council meeting. Specific revisions are not known at this time.

IV. Analysis

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - No analysis at this time.

C. **Timing** - No analysis at this time.

D. **Policy/Legal** - If so directed, staff will provide opinions on any items that may be subject to legal review and counsel by the City Attorney.

V. Alternatives

A. No alternative analysis at this time.

VI. Recommendation

Staff will follow the direction of the Council and provide analysis and a resolution as directed by the majority of the City Council.

Attachments

1. Email_CM_Support for Discussing Council Rules and Procedures Cross_11 25 2024
2. Email_CM_Support for Discussing Council Rules and Procedures Juran_11 25 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.”

Brown, Adam

From: Shaney Starr
Sent: Monday, November 25, 2024 8:12 AM
To: Bisset, Melissa
Cc: Brown, Adam
Subject: Fwd: Agenda Item - Council Rule Updates

Good Morning!

For the 12/2 agenda.

Thank you!
Shaney Starr, MS
City of Keizer
Council President
Position #2

Sent from my iPhone, so please excuse typos!

Begin forwarded message:

From: Soraida Cross <CrossS@keizeror.gov>
Date: November 25, 2024 at 7:07:37 AM PST
To: Shaney Starr <StarrS@keizeror.gov>, Kyle Juran <Jurank@keizeror.gov>
Subject: Re: Agenda Item - Council Rule Updates

Yes-I am in support of bringing council rule updates to the next city council meeting.

Soraida Cross

From: Shaney Starr <StarrS@keizeror.gov>
Sent: Saturday, November 23, 2024 4:54 PM
To: Kyle Juran <Jurank@keizeror.gov>; Soraida Cross <CrossS@keizeror.gov>
Subject: Agenda Item - Council Rule Updates

Hi there!

Would you support an agenda item for the Dec 2 meeting to discuss updates to council rules? If the dates are approved by council, the draft rules for approval would come back to us on Dec 16th for approval.

Please let me know if you have any questions.

Thank you!
Shaney

Shaney Starr, MS
City of Keizer

Council President
Position #2

Sent from my iPhone, so please excuse typos!

Brown, Adam

From: Shaney Starr
Sent: Monday, November 25, 2024 9:50 AM
To: Bisset, Melissa
Cc: Brown, Adam
Subject: Fwd: Agenda Item - Council Rule Updates

Shaney Starr, MS
City of Keizer
Council President
Position #2

Sent from my iPhone, so please excuse typos!

Begin forwarded message:

From: Kyle Juran <JuranK@keizeror.gov>
Date: November 23, 2024 at 4:58:30 PM PST
To: Shaney Starr <StarrS@keizeror.gov>, Soraida Cross <CrossS@keizeror.gov>
Subject: Re: Agenda Item - Council Rule Updates

Yes, I support bringing council rules updates to the next council meeting.

Thank You,
Kyle Juran, Keizer city councilor.

From: Shaney Starr <StarrS@keizeror.gov>
Sent: Saturday, November 23, 2024 4:54:59 PM
To: Kyle Juran <JuranK@keizeror.gov>; Soraida Cross <CrossS@keizeror.gov>
Subject: Agenda Item - Council Rule Updates

Hi there!

Would you support an agenda item for the Dec 2 meeting to discuss updates to council rules? If the dates are approved by council, the draft rules for approval would come back to us on Dec 16th for approval.

Please let me know if you have any questions.

Thank you!
Shaney

Shaney Starr, MS
City of Keizer
Council President
Position #2

Sent from my iPhone, so please excuse typos!



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Garrett Klever, Human Resources Director
Subject: Oregon Paid Leave Plan

Proposed Motion

I move the City Council adopt Resolution R2024-_____ Ratifying City Manager's Decision to Replace the Paid Leave Plan Currently with The Standard Insurance Company and Replacing it with the State Plan

I. Summary

The City notified The Standard, the City's current equivalent plan provider for Oregon Paid Family Leave, that the policy will be terminated due to a rate increase of 34%. The City will then adopt the state's plan, Paid Leave Oregon beginning January 1, 2025. To stay with The Standard as our equivalent plan will require the City to increase its contribution to premiums from 0.55% of payroll to 0.94%. The premium cost would increase by approximately \$18,000 for the remainder of the fiscal year. The Director of the Oregon Employment Department sets rates for Paid Leave Oregon. The total rate may not exceed 1% of employee wages. The employee pays 60% of the rate and the employer pays 40% under Paid Leave Oregon. Terminating the City's plan with The Standard and adopting the state plan will save the City approximately 0.54% of payroll through 2025.

II. Background

- A. The City Council determined that an equivalent plan provider was more advantageous to the City than the state and authorized the City Manager to apply with The Standard Insurance Company by Resolution R2023-3371.
- B. The Standard provides an equivalent paid family leave program for the City that is funded by payroll taxes. In 2024, employees pay 0.6% of their salaries and wages, while the City pays 0.55%.

III. Current Situation

- A. On November 6, The Standard notified the City that it would increase the rates for its equivalent plan by 34% from the current rate of 1.15% of payroll. The total cost for the plan for 2025 would be 1.54% of payroll. The amount employers can levy on

employees' payroll to fund paid leave benefits is capped in statute at 0.6%. Employers must fund the rest.

- B. The City's contract with The Standard provides for an equivalent plan through December 31, 2024. The policy requires 30-day notice to cancel, with an end date effective on the last day of the calendar quarter.
- C. The City decided to notify The Standard of its intent to terminate our current policy due to rate increases.
- D. If the City did not find an alternative option and communicate termination before the end of November, the City would continue on the current plan and increased rates through March 31, 2025 at the earliest.

IV. **Analysis**

- A. **Strategic Impact** - Does not apply.
- B. **Financial** - Based on the City's FY24-25 Adopted Budget of \$9,613,900 in salaries and wages, The Standard's premium rate increase would cost approximately \$18,000 more through FY24-25. Adopting Paid Leave Oregon will avoid the rate increase while also adopting a lower cost plan. The City will save an estimated \$8,000 through FY-24-25 through a reduction in the employer-paid portion of the premium from 0.55% of payroll to 0.40%.
- C. **Timing** - Paid Leave Oregon will be effective January 1, 2025.
- D. **Policy/Legal** - Oregon law requires employers to have a paid leave program in place with the state, an approved equivalent plan provider, or self-insure with its own policy. The City Council adopted resolution R2023-3371 authorizing the City Manager to apply with The Standard Insurance Company for the City's equivalent plan, and authorized the City Manager to take further action as needed to implement the Oregon Paid Family Medical Leave Act program. The following resolution provides for needed housekeeping and is aligned with the goal to keep city government costs and services to a minimum by providing city services to the community in a coordinated, efficient, and least cost fashion.

V. **Alternatives**

- A. Adopt the attached resolution ratifying the City Manager's decision to replace the current Paid Leave Plan with The Standard Insurance Company and replacing it with the State plan.
- B. Take no action

VI. **Recommendation**

Staff recommends the City Council adopt the attached resolution ratifying the City Manager's decision to replace the current Paid Leave Plan with The Standard Insurance

Company and replacing it with the State plan.

Attachments

1. RES_CC_Ratifying City Manager Acts - Oregon Paid Medical Leave_12 2 2024

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2024-_____

RATIFYING CITY MANAGER'S DECISION TO REPLACE THE
PAID LEAVE PLAN CURRENTLY WITH THE STANDARD
INSURANCE COMPANY AND REPLACING IT WITH THE
STATE PLAN

WHEREAS, the Oregon Paid Medical Leave Act went into effect on January 1,
2023;

WHEREAS, the law requires employers in Oregon to have a paid leave program
in place with either the state, self-insurance or an approved equivalent plan provider;

WHEREAS, the City Council determined that an equivalent plan provider was
more advantageous to the City than the state and authorized the City Manager to apply
with The Standard Insurance Company by Resolution R2023-3371;

WHEREAS, The Standard Insurance Company has provided notice of a
substantial increase in its rates;

WHEREAS, the policy automatically continues unless a thirty-day notice is sent
of City's intent to terminate;

WHEREAS, the thirty-day notice to cancel was due prior to the next Council
meeting;

WHEREAS, staff determined that it would be in the best interests of the City to
replace the policy with The Standard Insurance Company and replace the program with
the state;

1 WHEREAS, the City Council has determined that the action of staff to replace
2 the policy currently with The Standard Insurance Company and placing the program
3 with the state is in the best interests of the City and the acts should be ratified;

4 NOW, THEREFORE,

5 BE IT RESOLVED by the City Council of the City of Keizer that the act of
6 replacing the current policy with The Standard Insurance Company for the paid leave
7 program and replacing the program with the state is hereby ratified.

8 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the
9 City Manager or designee is authorized to take further action as needed to implement the
10 Oregon Paid Family Medical Leave Act program.

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

13 PASSED this _____ day of _____, 2024.

14
15 SIGNED this _____ day of _____, 2024.

16
17
18
19
20
21

Mayor

City Recorder



To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Joseph Lindsay, City Attorney

Subject: In the Matter of Adoption of the Municipal Judge Evaluation Process; Repealing Resolution No. R2021-3142

Proposed Motion

I move to adopt Resolution R2024-____ In the Matter of Adoption of the Municipal Judge Evaluation Process; Repealing Resolution No. R2021-3142.

I. Summary

Now that the City Council has approved the Municipal Court Judge Observation Form for use by councilors, the resolution regarding the Municipal Judge Evaluation Process needs to be amended to account for how to use the form.

II. Background

- A. The Keizer City Council adopted the Municipal Court Judge Observation Form at the September 3, 2024, general meeting. At that time, the mayor suggested having the PPC help decide how to best use the form. There is a resolution (R2021-3142) adopting a Municipal Judge Evaluation Process that was adopted prior to the adoption of this new form. At the October 28, 2024, meeting of the PPC, the committee advised the City Council to adopt these changes in the resolution. I have attached a relined version for your convenience.

III. Current Situation

- A. Now that there is an adopted form for judicial observations, an understood process needs to be in place for how it gets used by the councilors. Since there is a resolution on point, the process for using the form should amend that resolution.
- B. At the October 28, 2024, meeting of the PPC, the committee advised the City Council to adopt these changes in the resolution.

IV. Analysis

- A. **Strategic Impact** - NA

B. **Financial** - NA

C. **Timing** - The next judicial observations will be announced at the first meeting in January, so the process should be in place for the two councilors to conduct their observations in the following months.

D. **Policy/Legal** - Because the judge is a city official, the Council can use executive session for any performance evaluation of the position. If any observation produces an area that is unsatisfactory, the Council should avail itself of the executive session protection, so that a candid discussion can take place in a privileged setting as well as give the judge an opportunity to get the proper notice prior to being evaluated.

V. **Alternatives**

- A. Adopt the resolution, affirming the suggested language changes.
- B. Adopt the resolution with amended language.
- C. Do not adopt the resolution.

VI. **Recommendation**

Staff recommends adoption of the resolution.

Attachments

- 1. RES_CC_ Amending Judge Evaluation Process-Redlined_12 2 2024
- 2. RES_CC_ Amending Judge Evaluation Process-Clean_12 2 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 R202~~41~~-_____

IN THE MATTER OF ADOPTION OF THE
MUNICIPAL JUDGE EVALUATION PROCESS;
REPEALING RESOLUTION NO. R20~~21-314215-~~
~~2572~~

WHEREAS, the Municipal Judge is appointed by the City Council;

WHEREAS, the Council desires a means of understanding and ensuring this
appointed position is performing in accordance with the Council's scope of work;

WHEREAS, Resolution R20~~21-314215-2572~~ adopted an evaluation process to
be used in evaluation of the performance of the municipal judge;

WHEREAS, the City Council wishes to adopt a new evaluation process;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the following
Municipal Judge Evaluation Process is hereby adopted:

At the first meeting in January every odd numbered year, the Mayor will
announce two Councilors to attend arraignments and/or hearings and check in with the
Judge for the upcoming year and two Councilors to attend arraignments and/or hearings
and check in with the Judge for the following year. The Councilors will complete the
Council adopted Municipal Court Judge Observation Form and return the completed
form to the City Attorney no later than the first meeting in October each year. The City
Attorney will review the completed Observation Form and if there are any
Unsatisfactory scores, the City Attorney will set an executive session between the Judge

1 and the Keizer City Council for further evaluation and such evaluation shall be held in
2 executive session pursuant to state law. If no Unsatisfactory scores are identified, the
3 City Attorney will add the matter to the agenda and tThe Councilors will report their
4 observations to the City Council at a regularly scheduled meeting no later than the
5 second meeting in October each year. ~~If the City Council deems it necessary, a formal~~
6 ~~evaluation between the City Council and the Municipal Court Judge shall be scheduled~~
7 ~~and such evaluation shall be held in executive session pursuant to state law. If one or~~
8 ~~both Councilors scheduled to complete the evaluation process is unable to perform the~~
9 ~~process, timely and reasonable adjustments to the observing Councilors may be made by~~
10 ~~the Mayor to ensure at least two observations are performed each year.~~ Failure to
11 complete this process each year shall in no way effect the Municipal Judge's position of
12 validity, effectiveness or jurisdiction of the municipal court or the Municipal Judge.

13 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
14 Resolution No. R2021-314215-2572 is hereby repealed in its entirety.

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

17 PASSED this _____ day of _____, 20241.

18
19 SIGNED this _____ day of _____, 20241.

20
21 _____
22 Mayor

23
24 _____
25 City Recorder

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2024-_____

4
5 IN THE MATTER OF ADOPTION OF THE
6 MUNICIPAL JUDGE EVALUATION PROCESS;
7 **REPEALING RESOLUTION NO. R2021-3142**

8
9 WHEREAS, the Municipal Judge is appointed by the City Council;

10 WHEREAS, the Council desires a means of understanding and ensuring this
11 appointed position is performing in accordance with the Council's scope of work;

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

14 WHEREAS, the City Council wishes to adopt a new evaluation process;

15 NOW, THEREFORE,

16 BE IT RESOLVED by the City Council of the City of Keizer that the following
17 Municipal Judge Evaluation Process is hereby adopted:

18 At the first meeting in January every odd numbered year, the Mayor will
19 announce two Councilors to attend arraignments and/or hearings and check in with the
20 Judge for the upcoming year and two Councilors to attend arraignments and/or hearings
21 and check in with the Judge for the following year. The Councilors will complete the
22 Council adopted Municipal Court Judge Observation Form and return the completed
23 form to the City Attorney no later than the first meeting in October each year. The City
24 Attorney will review the completed Observation Form and if there are any
25 Unsatisfactory scores, the City Attorney will set an executive session between the Judge

1 and the Keizer City Council for further evaluation and such evaluation shall be held in
2 executive session pursuant to state law. If no Unsatisfactory scores are identified, the
3 City Attorney will add the matter to the agenda and the Councilors will report their
4 observations to the City Council at a regularly scheduled meeting no later than the
5 second meeting in October each year. If one or both Councilors scheduled to complete
6 the evaluation process is unable to perform the process, timely and reasonable
7 adjustments to the observing Councilors may be made by the Mayor to ensure at least
8 two observations are performed each year. Failure to complete this process each year
9 shall in no way effect the Municipal Judge's position of validity, effectiveness or
10 jurisdiction of the municipal court or the Municipal Judge.

11 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
12 Resolution No. R2021-3142 is hereby repealed in its entirety.

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

15 PASSED this _____ day of _____, 2024.

16
17 SIGNED this _____ day of _____, 2024.

18
19
20 _____
Mayor

21
22 _____
23 City Recorder



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Shane Witham, Planning Director
Subject: IGA with State of Oregon: Walkable Design Standards

Proposed Motion

I move the City Council adopt Resolution R2024-___ Authorizing City Manager to Sign Intergovernmental Agreement for Walkable Design Standards Code Amendments.

I. Summary

The City of Keizer is obligated to comply with the State's Climate Friendly and Equitable Communities (CFEC) rules. The rules require that cities update their land use regulations to meet updated requirements provided in Oregon Administrative Rules (OAR) 660-012. This Intergovernmental Agreement (IGA) will provide technical support through consultant services to assist the City in updating its development code to comply with the provisions of OAR 660-012-0330 which requires local governments to adopt land use regulations to support compact, pedestrian-friendly mixed use land development patterns.

II. Background

- A. The CFEC rules require the City of Keizer to comply with the provisions of OAR 660-012-0330.
- B. The purpose of this IGA is to receive consultant support to help implement the provisions of OAR 660-012-0330. Including auditing existing development code provisions to identify discrepancies and developing code language and findings to support the adoption of identified changes.
- C. This agreement is between the City of Keizer and DLCD (Department of Land Conservation and Development)
- D. Though this project is related to other CFEC work, it is distinct from the Scenario Planning and Climate Friendly Area Work that has been completed and is currently underway.

III. Current Situation

- A. Staff has been inundated with several aspects of the CFEC rules, and lacks capacity

and expertise to effectively accomplish all of the things required by the OAR's.

- B. This IGA will provide technical resources to staff through consultant services, which will allow us to remain in compliance with the rules.
- C. The IGA needs to be signed, so the process can continue to move forward. It is important that we obtain consultant services to complete this work.

IV. Analysis

- A. **Strategic Impact** - None
- B. **Financial** - There is no direct financial impact on the City. Without the IGA. Staff time and participation is required, but without the technical assistance afforded by the IGA, it would be significantly more.
- C. **Timing** - It is important for the IGA to be signed as soon as possible. Work has begun in good faith, since DLCD is the one actually hiring the consultants and providing the resources to do the work. The IGA obligates the City to participate in the process, but does not obligate us beyond that.
- D. **Policy/Legal** - This no cost IGA is a requirement of DLCD to obtain technical assistance.

V. Alternatives

- A. Adopt the attached Resolution
- B. Direct staff to not sign the IGA. It is possible that this may ultimately result in the City being out of compliance with the adopted CFEC rules.

VI. Recommendation

Staff recommends that Council adopt the attached Resolution.

Attachments

- 1. RES_CC_IGA for Walkable Design Standards Code Amendments_12 2 2024
- 2. Keizer_MIG_23115_CFEC_IGA_Unsigned

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2024-_____

AUTHORIZING CITY MANAGER TO SIGN
INTERGOVERNMENTAL AGREEMENT FOR
WALKABLE DESIGN STANDARDS CODE
AMENDMENTS

WHEREAS, the Department of Land Conservation and Development (DLCD) is assisting cities and counties in implementing Climate-Friendly and Equitable Communities rules;

WHEREAS, the rules require that cities and counties update their land use regulations to meet the updated requirements;

WHEREAS, projects are being financed with State of Oregon General Funds;

WHEREAS, state funds are paid under the Intergovernmental Agreement to MIG Inc. who will assist the City with the Walkable Design Standards Code Amendments;

WHEREAS, the City is not required to apply for funds or match funds;

WHEREAS, the State and the City are authorized to enter into agreements under Oregon Revised Statutes Chapter 190;

WHEREAS, the State and the City wish to enter into the attached Intergovernmental Agreement;

NOW, THEREFORE,

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

1 Manager is authorized to sign the attached Intergovernmental Agreement for Walkable
2 Design Standards Code Amendments.

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

5 PASSED this _____ day of _____, 2024.

6
7 SIGNED this _____ day of _____, 2024.

8
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14

Mayor

City Recorder

INTERGOVERNMENTAL AGREEMENT

City of Keizer

This Agreement is between the State of Oregon acting by and through its **Department of Land Conservation and Development (“DLCD”)** and **City of Keizer (“City”)**, each a “Party” and, together, the “Parties.”

I. AUTHORITY

This Agreement is authorized by ORS 190.110.

II. EFFECTIVE DATE

This Agreement is effective on the date of the last signature (“Effective Date”), and terminates on **June 30, 2025**, unless terminated earlier.

III. BACKGROUND

During the 2023 legislative session, the legislature appropriated funds to DLCD for the purpose of allowing the DLCD to assist participating cities and counties (collectively, “local government”) implement the Climate-Friendly and Equitable Communities rules. The rules require that cities and counties update their land use regulations to meet updated requirements provided in Oregon Administrative Rules (OAR) 660-012.

The projects are financed with State of Oregon General Funds. State funds are paid under this Agreement by DLCD to **MIG Inc. (“Consultant”)**, who will assist the City as described in the Statement of Work (“SOW”) below. No funds will be given to the City for tasks outlined in this Intergovernmental Agreement (“IGA”) or any expenses incurred by the City as a result of this Agreement.

IV. PROJECT OBJECTIVE AND MAJOR DELIVERABLES

Code Update

The primary objective of this Agreement is to assist a participating City with implementation of OAR 660-012-0330, which requires local governments to adopt land use regulations to support compact, pedestrian-friendly mixed-use land development patterns.

V. ROLES AND RESPONSIBILITIES

City: Overall management of the Project will be the responsibility of the City. The City shall appoint a Project Manager to be the principal contact person representing the City on all matters relating to the Project.

Specific project management duties of the City will include:

- a. Coordinating project schedule and deliverables with Consultant;
- b. Coordinating City staff;
- c. Ensuring the timely completion of tasks and delivery of supporting data/information to Consultant;
- d. Reviewing and editing Consultant work;
- e. Appointing a project advisory committee with representation from the community;

DLCD IGA #23115 – City of Keizer – Walkable Design Standards Code Amendments

- f. Noticing, scheduling, and managing advisory committee meetings and public official work sessions and public hearings, if any. Activities include but are not limited to preparing and distributing meeting notices, agendas, and summaries; and assisting the Consultant with meeting facilitation.

DLCD: DLCD will provide financial, administrative, and technical assistance to the Project. DLCD will participate in advisory committees. Additional technical assistance may be provided as requested by the City or Consultant. DLCD will review Consultant's work, invoices, and progress reports. Additionally, DLCD will review the Consultant's performance and deliverables with the City prior to paying invoices received by the Consultant. DLCD will assist in the mediation of Consultant/ City conflicts, or issues with the project or deliverables.

VI. COMPENSATION AND COSTS

Each Party shall assume its own costs of carrying out the tasks and responsibilities assigned to it under this Agreement. Under no circumstances is the Local Government responsible for payment of costs incurred under the contract between DLCD and the chosen Consultant.

VII. KEY CONTACTS

City

Shane Witham, Planning Director
City of Keizer
930 Chemawa Road NE
Keizer, OR 97303

Email: withams@keizeror.gov
Phone: 503-856-3441

Department of Land Conservation and Development

Project Administrator
Cody Meyer
635 Capitol St. NE, Suite 150
Salem, OR 97301

Email: cody.meyer@dlcd.oregon.gov
Phone: 971-239-9475

Regional Representative

Melissa Ahrens
635 Capitol St. NE Suite 150
Salem, OR 97301

Email: melissa.ahrens@dlcd.oregon.gov
Phone: 503-779-9821

Consultant

Darci Rudzinski, Principle in Charge
MIG, Inc.
506 SW 6th Ave. #400
Portland, OR 97204

Email: drudzinski@migcom.com
Phone: 503-297-1005

A Party may designate a new authorized representative by written notice to the other Party.

VIII. TERMINATION

- a) This Agreement may be terminated at any time by mutual written agreement of the Parties.

DLCD IGA #23115 – City of Keizer – Walkable Design Standards Code Amendments

- b) This Agreement may be terminated by DLCD upon 45 days advance written notice and by Local Government upon 45 days advance written notice.

IX. NON-APPROPRIATION

DLCD's obligation to perform its duties under this Agreement is conditioned upon DLCD receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any law limiting the activities, liabilities, or monetary obligations of DLCD.

X. STATEMENT OF WORK

City of Keizer Walkable Design Standards Code Amendments Project Purpose: To identify any gaps in the City of Keizer's code and develop adoption ready code amendments to meet updated land use regulation requirements in the OAR 660-012-0330. Consultant shall review existing codes for barriers to compact, pedestrian and active transportation centered mixed use development. Consultant shall evaluate alternate solutions and prepare adoption ready code amendments to enable City to create communities with places to live, work, and play in pedestrian scale proximity. Adoption support in the form of presentation materials and attendance at meetings is included in this scope of work. Consultant shall submit deliverables to the Agency Project Manager and City of Keizer upon completion of each Task.

TASK 1: Kick-off and Project Management

Consultant shall hold a kickoff meeting via video conference with City of Keizer ("City") to become familiar with local conditions and planning documents, confirm the project objectives and expectations, identify relevant policies and regulations for inclusion in the Code Audit, and refine the project schedule. Consultant shall summarize updated priorities identified during kick-off meeting. Consultant shall develop and share a proposed schedule for the actions required for the completion of all tasks, building on the task timeline included in this statement of work. Consultant shall facilitate monthly phone calls or virtual meetings with City staff to monitor progress on key tasks throughout the course of the project. Consultant shall prepare brief summary notes summarizing action items resulting from these meetings.

Task 1 City Deliverables:

- 1.1 Summary of public engagement conducted as part of the City of Keizer Climate Friendly Areas (CFA) process and Salem-Keizer Regional Scenario Planning;*
- 1.2 Copy of relevant comprehensive plan and code sections, and other relevant City data or documents; and*
- 1.3 PDF maps of zoning and comprehensive plan designations.*

Task 1 Timeline: Month 1 and through end of project for PMT meetings

TASK 2: Code Audit

Consultant shall review City's comprehensive plan, zoning ordinance, policies, and other land development documents and regulations identified in Task 1 to identify legal and policy issues related to the updated

DLCD IGA #23115 – City of Keizer – Walkable Design Standards Code Amendments

requirements. The Consultant shall prepare Draft Code Audit and Code Concepts Memo which must include, but is not limited to, identifying gaps in how the comprehensive plan and zoning code meets:

- Requirements in Administrative Rules (OAR-660-012-0330)
- Land use regulations in Agency's CFEC 0330 Model Code

Draft Code Audit and Code Concepts Memo must include recommended code concepts to respond to findings from the assessment.

Consultant shall meet with up to 4 groups of stakeholders identified by City staff to help identify issues and desired outcomes. Consultant shall meet with City planning staff to review current code and gaps identified in the Draft Code Audit and Code Concepts Memo, building upon issues raised at the kickoff meeting. Consultant shall attend and conduct one Planning Commission work session to discuss Draft Code Audit and Code Concepts Memo.

Consultant shall conduct additional community engagement activities as follows:

- Create and summarize the results of an online survey addressing material in the Draft Code Audit and Code Concepts memo.
- Preparation of informational materials for use by City staff in outreach and engagement efforts

Following community engagement activities Consultant, in consultation with City staff, shall develop Final Code Audit and Code Concepts Memo.

Task 2 City Deliverables:

- 2.1 Scheduling and participation in City staff and stakeholder meetings;*
- 2.2 Scheduling and participation in Planning Commission work session;*
- 2.3 Communication and coordination related to online survey and other community engagement;*
and
- 2.4 Written comments on Draft Code Audit and Code Concepts Memo.*

Task 2 Timeline: Months 2-4

TASK 3: Draft Code Amendments

Based upon the Final Code Audit and Code Concepts Memo, Consultant shall prepare Draft Code Amendments, including updates to City's zoning ordinance and any other city plans or codes required to address the issues identified in Task 2. Following City staff review and comment on the Draft Code Amendments, Consultant shall prepare a revised draft of the amendments that addresses City staff review comments.

Task 3 City Deliverables:

- 3.1 Written comments on Draft Code Amendments.*

Task 3 Timeline: Months 5-6

TASK 4: Final Code Amendments

Consultant shall attend one work session with Keizer Planning Commission to seek input on the Revised Draft Code and Plan Amendments. Following this work session, Consultant shall prepare final updates to

DLCD IGA #23115 – City of Keizer – Walkable Design Standards Code Amendments

City's zoning ordinance and comprehensive plan, incorporating input received from the City Council. The Final Code and Plan Amendments shall be delivered in two formats:

- Legislative formatting to indicate changes from the existing code and plan in a format used by City for staff reports, and
- Clean text.

Consultant shall prepare draft findings for the City staff report.

Task 4 City Deliverables:

4.1 Written review comments on Final Amendments.

Task 4 Timeline: Months 7-8

CONTINGENT TASK 5: Adoption Support

Upon written approval by the Agency Project Manager ("APM"), Consultant shall conduct this task as directed by APM.

Consultant shall prepare presentation materials and attend one Planning Commission hearing and one City Council hearing to adopt final code amendments created in Task 4.

Task 5 City Deliverables:

5.1 Review and comment on presentation materials; and

5.2 Schedule and participate in Planning Commission and City Council hearings.

Contingent Task 5 Timeline: Month 9

XI. OTHER CONSIDERATIONS

Except as provided herein, nothing in this agreement shall be construed as obligating the other party to expend funds or obligate future payment of money authorized by law and administratively available for this work.

SIGNATURE BLOCK

City Official

Authorized to sign on behalf of the City

Date

Printed Name

Department of Land Conservation & Development

Matthew Crall, Planning Services Division Manager

Date



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Bill Lawyer, Public Works Director
Subject: Delta Well Rehabilitation

Proposed Motion

I move the City Council adopt Resolution R2024-___ Authorizing the City Manager to Award and Enter into a Contract with Westerberg Drilling Inc. for Delta Well Rehabilitation.

I. Summary

During routine scheduled maintenance of the Delta Well, staff discovered the well screen had become clogged in multiple sections, which has resulted in a reduction of about 50% of the well production. Quotes were received through the informal bidding process for this work. The bids ranged from a high of \$178,950.00 to a low of \$81,370.00 with Westerberg Drilling Inc. submitting the lowest bid.

II. Background

- A. The Delta Well was originally drilled in 2006 as a replacement for a well that had nitrate issues.
- B. The well originally produced 1,000 gallons per minute.
- C. The well has experienced a gradual loss in production and was only producing 337 gallons per minute.
- D. The Delta well is the primary production well for the northern portion of the city.

III. Current Situation

- A. The well pump has been removed and a video inspection of the well has been performed.
- B. The video inspection showed clogging of the well screen in multiple sections.
- C. Bids were received to perform cleaning and rehabilitation of the well screen.
- D. The well is out of service at this time.

IV. Analysis

- A. **Strategic Impact** - N/A
- B. **Financial** - Funds for this project are available in the City Council adopted Fiscal Year 24/25 Water Fund budget.
- C. **Timing** - Approval of this project will enable the water production from the Delta well to return to its previous capability.
- D. **Policy/Legal** - City Council approval is required for this work.

V. Alternatives

- A. Adopt the Resolution.
- B. Do nothing.

VI. Recommendation

Staff recommends City Council adopt the attached Resolution authorizing the City Manager to enter into an agreement with Westerberg Drilling Inc. for the amount of \$81,370.00 for the Delta Well rehabilitation project.

Attachments

- 1. RES_CC_Authorizing City Manager to Enter Into Contract for Delta Well Rehabilitation_12 2 2024
- 2. EXH_CC_Delta Well Rehabilitation Contract_12 2 2024_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."

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2024-_____

AUTHORIZING THE CITY MANAGER TO AWARD AND ENTER
INTO A CONTRACT WITH WESTERBERG DRILLING INC. FOR
DELTA WELL REHABILITATION

WHEREAS, the current Delta well is in need of rehabilitation;

WHEREAS, informal bids were solicited for the rehabilitation of the Delta Well;

WHEREAS, three bids for this project were received. Westerberg Drilling Inc. submitted
the low bid for a total amount of \$81,370.00. The bid has been reviewed;

WHEREAS, a notice of intent to award the bid was sent to the bidders on November 15,
2024;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is
hereby authorized to award the contract to and enter into the attached Contract with Westerberg
Drilling Inc. for a total cost of \$81,370.00 for rehabilitation of the Delta well if no objections are
received. Funding for this project is from the Water Fund.

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

PASSED this _____ day of _____, 2024.

SIGNED this _____ day of _____, 2024.

Mayor

City Recorder

CONTRACT
FOR
DELTA WELL REHABILITATION

THIS AGREEMENT, made this ____ day of _____, 2024, by and between the City of Keizer, an Oregon municipal corporation, hereinafter called "Owner", and Westerberg Drilling Inc., hereinafter called "Contractor".

WITNESSETH THAT: In consideration of the mutual covenants and conditions hereinafter set forth, the Owner and Contractor hereby agree as follows:

1. **WORK BY CONTRACTOR.** The Contractor shall provide all labor and materials to provide the services described in Exhibit "A" (Specifications) attached hereto and by this reference incorporated herein.
2. **TIME OF COMPLETION.** The Contractor shall not start until the notice to proceed has been issued by the City and shall complete all aspects of the project no later than ~~sixty (60)~~ *seventy-five (75)* days following the notice to proceed.
3. **PUBLIC WORKS BOND.** The Contractor and all subcontractors must obtain or possess a valid Public Works Bond, filed with the Construction Contractors Board (CCB) before beginning any work on this project.
4. **LIQUIDATED DAMAGES.** Contractor and Owner recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the times specified in Section 2 above, plus any extensions allowed herein. The parties recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Therefore, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each calendar day that expires after each of the timelines specified in Section 2 until the Work is complete.
5. **PRECONSTRUCTION CONFERENCE.** Before any Work is started, a Preconstruction Conference attended by the Contractor, Public Works Director, and others as appropriate, will be held to establish a working understanding among the parties as to the Work and to discuss the procedures for handling submittals, processing applications for payment, and maintaining records. Contractor is required to request such Preconstruction Conference as soon as possible to prevent delays in the project.
6. **CONTRACT SUM.** The Contract Sum is Eighty-One Thousand, Three Hundred Seventy Dollars and 00/100 (\$81,370.00). See Exhibit "B" (Proposed Bid) attached hereto and by this reference incorporated herein.

7. **PAYMENTS.** Contractor may request partial payments as work progresses. Partial payment requests shall be submitted to the Public Works Director by the 10th calendar day of each month for processing. Payment requests shall accurately and completely detail all work completed since the last payment request up to the last day of the month. Any and all additional forms and documentation required by statute or this Agreement shall be submitted with the pay request. No partial or final payments shall be made unless required certified payroll reports have been provided to Owner. In accordance with ORS 279C.570, moneys not paid within 30 days after receipt of the invoice from the Contractor, shall bear interest at a rate equal to three times the prevailing discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the district that includes Oregon, but the rate of interest shall not exceed 30 percent.

When final completion and acceptance of the work has been achieved, Contractor shall prepare for Owner's acceptance a final application for payment stating that to the best of Contractor's knowledge, and based on Owner's inspections, the work has reached final completion in accordance with the Contract Documents. Payment of the Contract Sum shall be made to Contractor within twenty (20) days after acceptance of the work by Owner and Contractor's submittal of the final application for payment and the following submissions:

- A. Any and all additional forms and documentation required by statute or this Agreement;
- B. An affidavit declaring any indebtedness connected with the work, e.g. payrolls or invoices for materials or equipment, to have been paid, satisfied or to be paid with the proceeds of final payment, so as not to encumber the project property;
- C. A statement, under oath, that it has complied with all provisions of State law governing contractors on a public contract and it has complied with the provisions governing fair employment practices;
- D. A statement by each of Contractor's subcontractors, under oath, that each of the subcontractors has complied with all provisions of State law governing contractors on a public contract and has complied with the provisions governing fair employment practices;
- E. Release of any liens, conditioned on final payment being received;
- F. A report of any accidents or injuries experienced by Contractor or its Subcontractors at the worksite.
- G. All certified payroll reports.

If the work has been substantially completed and full completion thereof is materially delayed through no fault of the Contractor and the Public Works Director so certifies, the Owner shall, upon the certificate of the Public Works Director, and without terminating the Contract, make payment for the balance due for that portion of the work fully complete and accepted, less a retained amount equal to five percent (5%) of the amount requested.

8. PAYMENTS WITHHELD. Owner may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the Owner from losses on account of:
- a. Defective work not remedied within a reasonable time after written notice.
 - b. Claims filed or reasonable evidence indicating probable filing of claims.
 - c. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
 - d. A reasonable doubt that the Contract can be completed for the balance then unpaid.
 - e. Damage to the site, adjacent public or private property, or to another contractor.
 - f. Failure of the Contractor to keep Contractor's work progressing in accordance with Contractor's time schedule.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

9. CHANGES. Contractor may request and/or Owner may order changes in the work or the timing or sequencing of performance of the work that impacts the Contract Price or the Contract Time. All such changes in the work that affect Contract Time or Contract Price shall be formalized in a Change Order. Acceptance of the Change Order and any adjustment in the Contract Price and/or Contract Time must be signed by all parties.
10. NOTICES. Any written notices permitted or required by this Contract shall be deemed given when personally delivered, or three days after deposit in the United States mail, postage fully prepaid, addressed to the parties as set forth below or such other address as either party may provide to the other by notice given in accordance with this provision.

OWNER:

Bill Lawyer
Public Works Director
City of Keizer
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307

CONTRACTOR:

Westerberg Drilling, Inc.
PO Box 1228
Molalla, OR 97038

11. LICENSES AND PERMITS. The Contractor shall obtain and maintain all licenses required for public works contracts in the State of Oregon and shall secure and pay for all fees and permits required for the project, if any. Contractor shall comply with all laws, ordinances and regulations, (Federal, State, or local) which may be applicable to the project to be conducted hereunder.

12. RESPONSIBILITY OF PUBLIC WORKS DIRECTOR. The term "Public Works Director" herein shall be Bill Lawyer, or his duly authorized representative. The Public Works Director shall have full authority to interpret the plans and specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under this Contract. It shall be the duty of the Public Works Director to enforce the specifications in a fair and unbiased manner, although he has the right to waive any term of the specifications if that term is found to be unreasonable and inconsistent with the general spirit of the specifications.

13. WAIVER. It is expressly understood and agreed that any waiver granted by the Public Works Director or the Owner of any term, provision or covenant of this Contract shall not constitute a precedent nor breach of the same of any other terms, provisions, or covenants of this Contract. Neither the acceptance of the work by Owner nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver, by the Owner, of any claim which the Owner may have against the Contractor.

14. LIABILITY INSURANCE. The Contractor shall procure and maintain ongoing and completed liability insurance as hereinafter specified at Contractor's own expense. All such insurance shall be subject to the approval of the Owner for adequacy of protection and shall include a provision preventing cancellation without ten (10) day's prior notice to the Owner in writing. Contractor must provide the Owner with a certificate of insurance and endorsement evidencing the insurance within five (5) days from Contractor's execution of this Contract. Contractor shall not commence work until the required evidence has been delivered to Owner. The endorsement must insure the City of Keizer and 4B Engineering & Consulting LLC as an additional insured. "The City of Keizer" includes its officers, agents, contractors, and employees. The insurance requirement is to be in effect during the life of this Contract. The liability insurance required is as follows:

- a. Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting him from all claims for personal injury including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a subcontractor under him.

All such insurance shall be written with a limit of liability of not less than \$2,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; a limit of liability of not less than \$4,000,000 for any such damages sustained by two or more persons in any one accident; a limit of liability of not less than \$2,000,000 for all damages arising out of injury or destruction of property, damages arising out of injury or destruction of property, (including property of the City) in any one accident; and a limit of

liability of not less than \$4,000,000 for all damage arising out of injury to or destruction of property, including property of City, during the policy period.

- b. Automobile Liability Insurance with a limit of liability of not less than \$2,000,000 issued to Contractor and protecting him from all claims arising out of or in connection with any operations under this Contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by Contractor or by a subcontractor under him.

15. **WORKERS COMPENSATION INSURANCE.** The Contractor shall procure and maintain, at Contractor's own expense, during the life of this Contract, in accordance with the provision of the laws of the state of Oregon, Workman's Compensation Insurance for all of Contractor's employees at the site of the project and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workman's Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Contractor. Certificates evidencing the issuance of such insurance shall be filed with the Owner within five (5) days after execution of this Contract.

16. **INDEMNITY.** The Contractor shall indemnify the Owner, the Owner's agents and employees from and against all losses and all claims, demands, payments, suit actions, recoveries, and judgment of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, Contractor's agents, or employees, in the execution of the work or in guarding the same.

17. **SUBCONTRACTS.** The Contractor shall have full responsibility under these conditions, general provisions, plans and specifications for any subcontracts which Contractor may let. Work not performed by Contractor with its own forces shall be performed by subcontractors. Contractor agrees to bind each subcontractor and material supplier (and require every subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Contract and the Contract Documents as they apply to the subcontractor's and material supplier's portions of the work. Contractor shall submit a certification to Owner that all subcontractors performing work will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.026 to 701.050 before the subcontractors commence work under the contract.

18. **CONTRACTOR PAYMENTS.** Contractor shall: (1) make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract; (2) pay all contributions or amounts due the State Industrial Accident Fund and the State Unemployment Compensation Trust Fund from such Contractor or Subcontractor incurred in the performance of the Contract; (3) not permit any lien or claim to be filed or prosecuted against the Owner because of any labor or material furnished; and (4) pay to the Department of Revenue all sums withheld from employees.

If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with the Project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract.

19. PROTECTION OF WORK AND PROPERTY. The Contractor shall continuously maintain adequate protection of all Contractor's work and materials from damage or theft and shall protect the Owner's property and all adjacent property from injury or loss arising in connection with the activities under this Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be due to errors in the Contract documents or such as may be caused by agents or employees of the Owner.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the work site, warning against any hazards created by the work being done under this Contract. Contractor shall designate a responsible member of Contractor's organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the Owner in writing. In any emergency affecting the safety of life, or of the work or adjoin property, the Contractor, without special instruction or authorization from the Owner, is hereby permitted to act, at Contractor's discretion, to prevent such threatened loss or injury, and Contractor must take such action if so instructed or authorized by the Owner. The Contractor shall also protect adjacent property as required by law.

Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor and sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

20. WORK HOURS. Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. Furthermore, Contractor shall not employ any person performing work under this contract for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. Contractor shall pay all individuals performing work under this contract at least time-and-a-half pay for:

- a. All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
- b. All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- c. All work performed on Saturday or Sunday and on any legal holiday specified in ORS 279C.540.

21. PREVAILING WAGE. Contractor must ensure that each worker in each trade or occupation employed in the performance of this Contract either by the Contractor, Sub-contractor or other person doing or contracting to do the whole or any part of the work on this Contract, shall be paid not less than the applicable prevailing rate of wage set forth at:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx> using the Prevailing Wage Rates for Public Works Contracts effective October 4, 2024 pursuant to ORS 279C.840(4) & OAR 839-025-0033(1).

If Contractor fails to pay for labor and services, Owner may pay for them and withhold these amounts from payments to the Contractor. ORS 279C.515 & OAR 839-025-0020(2)(a).

Contractor shall maintain all records and file all wage certification forms as required by Oregon Administrative Rules.

A. Prevailing Wage Requirements

a. Applicable Prevailing Wage Rates

- i. The applicable Oregon Prevailing Wage Rate publication and any amendments in effect that must be paid for wages and fringe benefits at the time of solicitation are set forth at the website referenced above.
- ii. All prevailing wage rates that apply to the project must be posted at the job site. Every contractor on the site is responsible for this posting. ORS 279C.840(4) & OAR 839-025-0033(1).
- iii. All contracts and subcontracts for this project must include a provision that each worker in each trade or occupation employed in the performance of the contract either by the contractor, subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the contract, must be paid not less than the applicable state prevailing rate of wage, or the applicable federal prevailing rate of wage, whichever is higher. ORS 279C.838.

b. Certified Payroll Filing Requirements

- i. Every employer on a covered project must file certified payroll records with the Owner. Certified statements for each week during which the Contractor or Subcontractor employs a worker upon the public work shall be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.845 to 279C.860.

c. Certified Payroll Form

- i. To help employers satisfy the filing requirement, Form WH-38 is included in each PWR rate book. BOLI does not require contractors to use this form, but contractors must supply all information the form requests and this information must be certified.

Employers using their own forms or reports can comply with the certification requirement by attaching and completing a copy of the certification from the WH-38 form to their filing.

Employers must submit the hours worked each day by each employee, his or her name, address, the pay rate, work classification, gross pay to the employee and the amount contributed to any third party fringe benefits (and the type of benefit provided).

To meet filing requirements, the employer must sign the certified payroll to confirm that the information is true and complete. Unsigned reports do not satisfy the filing requirement. Submitting false or incomplete information can be the basis for civil penalties or debarment.

The Contractor and subcontractors shall preserve the certified statements for a period of three (3) years from the completion of the contract.

d. Certified Payroll Retainage

- i. As required in ORS 279C.845, the Owner will retain 25% of any amount earned by the Contractor on the project until the Contractor has filed the certified statements required in ORS 279C.845. The Owner will pay to the Contractor the amount retained within 14 days after the Contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements.
- ii. As required in ORS 279C.845, the Contractor shall retain 25% of any amount earned by a first tier subcontractor on the project until the first tier subcontractor has filed with the Owner the certified statements required in ORS 279C.845. Before paying any amount

retained, the Contractor shall verify that the first tier subcontractor has filed the certified statement. Within 14 days after the first tier subcontractor files the required certified statement the Contractor shall pay the first tier subcontractor any amount retained.

22. **QUALIFYING EMPLOYEE DRUG TESTING PROGRAM.** Contractor represents and warrants that Contractor has in place at the time of the execution of this Contract, and shall maintain during the term of this Contract, a Qualifying Employee Drug Testing Program for its employees that includes, at a minimum a written employee drug testing policy, required drug testing for all new subject employees or, alternatively, required testing of all subject employees every 12 months on a random selection basis, and required testing of a subject employee when the Contractor has reasonable cause to believe the subject employee is under the influence of drugs.

23. **SAFETY MEASURES.** Contractor agrees that Contractor, Contractor's employees, and subcontractors will comply with all OSHA regulations applicable to the work being performed. Contractor agrees that all personnel must wear safety vests at all times.

24. **INSPECTION.** Owner and his representative shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship are in accordance with the requirements and intentions of the specifications. All work done and all materials furnished shall be subject to inspection and approval.

The inspection of the work shall not relieve the Contractor of any of Contractor's obligations to fulfill the Contract in full and as prescribed. Defective work shall be made good and unsuitable material shall be rejected, notwithstanding that such defective work and material may have been previously overlooked and accepted on estimates for payment. No work shall be done at night without the prior written approval of Owner.

25. **DEFECTIVE WORK OR MATERIAL.** The Contractor shall promptly remove from the premises all work and materials condemned by Owner as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute Contractor's own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

26. **LIENS.** Contractor shall not permit any lien or claim to be filed or prosecuted against the City of Keizer, Oregon or the private property owner, in connection with this contract and agrees to assume responsibility should such lien or claim be filed. If at any time there shall be evidence of any lien or claim for which the Owner might become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to

become due, an amount sufficient to provide complete indemnification against such lien or claim. In the event the Owner has already paid to the Contractor all sums due under this Contract or the balance remaining unpaid is insufficient to protect the Owner, the Contractor shall be liable to the Owner for any loss so sustained.

27. OWNER'S RIGHT TO TAKE OVER THE WORK. If the Contractor should be adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over its affairs, or if it should fail to prosecute its work with due diligence and carry the work forward in accordance with its work schedule and the time limits set forth in the Contract documents, or if it should fail to substantially perform one or more of the provisions of the Contract documents to be performed by it, the Owner may serve written notice on the Contractor and the surety of its payment and/or performance bond, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Owner bases its right to exercise such remedy.

In any event, unless the matter complained of is satisfactorily corrected within ten (10) days after service of such notice, the Owner may, without prejudice to any other right or remedy, exercise one of the following such remedies, at once, having first obtained a certificate from the Public Works Director that sufficient cause exists to justify such action.

- a. The Owner may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor, whereupon Owner may itself take over the work, take possession of and use all materials, tools, equipment and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of its service, the Contractor shall not be entitled to any further payment under this Contract until the work is completed and accepted. If the Owner takes over the work and if the unpaid balance of the Contract price when the Owner takes over the work exceeds the cost of completing the work, including compensation for any damages or expenses incurred by Owner through the default of the Contractor, such excess shall be paid to the Contractor. In such event, if such costs, expenses and damages shall exceed such unpaid balance of the Contract price, the Contractor shall pay the difference to the Owner. Such costs, expenses, and damages shall be certified by the Public Works Director.
- b. The Owner may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event, the Owner shall be entitled to collect from the Contractor, or to deduct from any payment then or thereafter due the Contractor, the cost incurred by it through the default of the Contractor, provided the Public Works Director approves the amount thus charged to the Contractor.

- c. The Owner may require the surety on the Contractor's bond to take control of the work at once and see to it that all of the deficiencies of the Contractor are made good with due diligence. As between the Owner and the surety, the cost of making good such deficiencies shall all be borne by the surety. If the surety takes over the work, either upon instructions from the Owner to do so or based upon the surety's choice, all provisions of the Contract documents shall govern in respect to the work done by the surety, the surety being substituted for the Contractor as to such provisions as to payment for the work and provisions of this section as to the right of the Owner to do the work itself or to take control of the work.

The above remedies are in addition to any other remedies allowed by law or equity.

28. OWNER'S RIGHT TO TERMINATE CONTRACT. Owner may terminate this Contract upon seven (7) days written notice to Contractor if Owner fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Owner to pay for services under this Contract.
29. CONTRACTOR'S RIGHT TO STOP OR TERMINATE CONTRACT. If the work shall be stopped under an order of any court or other public authority for a period of no less than three (3) months through no act or fault of the Contractor or of any one employed by it, then the Contractor may on seven (7) days written notice to the Owner stop work or terminate this Contractor and recover from the Owner payment for all work executed to the date of stoppage, any losses sustained from any plant or material, and a reasonable profit. If the Public Works Director shall fail to issue any certificate for payment within ten (10) days after it is due, or if the Owner shall fail to pay the Contractor within fifteen (15) days after its maturity and presentation to the Owner any sum certified by the Public Works Director, then the Contractor may, on seven (7) days written notice to Owner, terminate the Contract and recover from the Owner payment for all work executed to date, any losses sustained upon any plant for material, and a reasonable profit.
30. DELAYS AND EXTENSION OF TIME. If the Contractor is delayed at any time in the progress of the work by an act or neglect of the Owner, or any employee of Owner, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cause beyond the Contractor's control, or by delay authorized by the Public Works Director, or by any cause which the Public Works Director shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Public Works Director may decide.

No such extensions shall be made for a delay occurring more than seven (7) days before claim therefore is made in writing to the Public Works Director. In the case of a continued cause of delay, only one claim is necessary. This section does not exclude the recovery of damages for delays by either party under other provisions in the Contract documents.

31.ACCEPTANCE. Final inspection and acceptance of the work shall be made by the Owner and local appointed authority. Such inspection shall be made as soon as practical after the Contractor has notified the Owner in writing that the work is ready for such inspection.

32.GUARANTEEE. Contractor agrees to guarantee all work under this Contract for a period of one (1) year from the date of final acceptance thereof. If any unsatisfactory condition or damage develops within the time of this guarantee due to materials or workmanship which were defective, inferior, or not in accordance with the Contract, Contractors agrees, whenever notified by Owner, to immediately place such guaranteed work in a condition satisfactory to Owner and make repairs of all damage made necessary in the fulfillment of the guarantee. This provision shall survive termination of this Contract.

33.DISPUTE RESOLUTION.

(a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the Owner within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Marion. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Salem, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Marion County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the Owner. Insofar as the Contractor and the Owner legally may do so, they agree to be bound by the decision of the arbitrator.

(b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the Owner shall make payments as required by the Agreement for undisputed portions of work.

34.ASSIGNMENT. Neither Owner nor Contractor shall assign its interest in this Contract without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Contract shall be binding upon both parties, their partners, successors, assigns and legal representatives. Neither party to this Contract shall assign the Contract as a whole without written consent of the other.

35. INDEPENDENT CONTRACTOR STATUS. The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the Owner. Contractor is not entitled to, and expressly

waives all claim to City benefits including, but not limited to health, life, and disability insurance, overtime pay, paid leave, and retirement.

36. GOVERNING LAW. This Contract shall be governed by the laws of the State of Oregon.

37. SEVERABILITY. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor. Owner and Contractor agree that this Contract shall be amended to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

38. COMPLIANCE. The Contractor shall comply with and require its subcontractors to comply with all applicable provisions of Federal, State and local statutes, ordinance, orders, rules, regulations, and all other specifications and provisions as contained within these Contract documents.

39. INCORPORATION; PRECEDENCE. The Exhibits, if any, attached to this Contract are incorporated herein as if fully set forth in this Contract. If any provision of any Exhibit conflicts with the provisions of this Contract, the terms of this Contract shall govern.

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

CITY OF KEIZER

WESTERBERG DRILLING, INC.

By: _____
Adam J. Brown,
City Manager

By: _____
Daniel D. Stadell,
~~President~~
Vice-President

APPROVED AS TO FORM:

Keizer City Attorney

City of Keizer Oregon
Well #8 (Delta) Rehabilitation

Background: The Delta well (Well #8) was constructed in 2006 for the City of Keizer as a replacement for a well that produced water with nitrate issues. The well and submersible well pump station functions as a primary water source for the city's Northern Pressure Zone and is situated outside the pump station structure within an open parking area. The well and pump station is situated within a fenced and gated locked area. The Contractor shall verify site security is always maintained with a locked entry gate and pumphouse when the worksite is unattended. If desired, a prebid site inspection can be conducted, contact Pat Taylor at 503-932-0623 to coordinate. General and liability insurance shall comply with city coverage limits as detailed on the attached sample insurance certificate. The subject well is a 12" diameter x 328' deep cased and screened water well with various slot sizes of 10" pipe size, stainless steel well screens placed at intervals between 178.50' to 318.50' with intermittent blank sections of well casing (refer to attached well log for details). The original static water level of the completed well was 72.9' below ground surface (BGS). The original tested production was 1,000 GPM with 84.1' of drawdown ((157' PWL) after 24 hours, resulting in a specific capacity of 11.89 GPM/foot of drawdown. The well has been experiencing a gradual loss of production with the most recent (Sept. 17, 2024) observation of 337 GPM at a pumping water level of 145' BGS. Based on the current static water level of 85.8' BGS, this translates to a current specific capacity of 5.69 GPM/foot of drawdown, a drop of 52% from the original specific capacity. The well pump consists of a 60 HP, submersible deepwell pump and motor, set at 163' on 6" steel pipe. The pump discharges into a buried Maass model "MD" pitless adapter that diverts water to the pumphouse. During removal of the well pump and related equipment, considerable manganese scaling and plugging was observed on the well pump's inlet screen and bowls. Although iron is also present, manganese predominates in this aquifer as deep wells generally produce water with a pH of 7.6, an iron (Fe) level of 0.20 mg/l or below and typical manganese (Mn) levels between 0.10 to 0.20 mg/l. The well log, screenshots of the first video inspection, photos of the site and wellhead, and sample drawings of the well and pumping system are included for the bidder's use and reference.

Scope: The following scope outlines the basic procedures and work required to perform the required tasks on Well #8 (the well pump has been removed from the well):

- 1) Perform a complete video inspection of the well bore (OWRD ID: MARI 59708)-Note: a copy of the well log is included in this bid packet for the bidder's reference and use.
- 2) Based on the results from the video inspection, assume that the following work will be required: Mobilize and setup over the well with a drill rig or pump hoist to perform a basic well rehabilitation procedure that will include: brushing of the well screen, bailing of the well, chemical treatment of the well screens, jetting, swabbing, and/or surging of the well screen, followed by bailing to remove all accumulated material, and chlorination of the well, followed by a post-rehabilitation well test. This work shall be the minimum planned rehabilitation effort
- 3) If the initial rehabilitation of the well screen is not adequate, employ additional measures to rehabilitate the well, including impulse generation with airlift or airburst. This work shall be an adder and determined, if needed, based on the results from the initial rehabilitation.
- 4) A second follow-up video inspection of the rehabilitated well will be performed to gauge the improvement and success of the rehabilitation process.

The Contractor shall implement adequate precautions to not damage the pitless adapter, piping, or electrical components at the wellhead. Sizing and installation of a new pump and motor unit will be performed by others based on the results from the rehabilitation processes.

Technical Specifications

Item #1: Perform an Initial Video Inspection

Although a video inspection of the well was conducted following the removal of the pumping equipment, the quality of the image and rapid downhole travel speed created difficulties in ascertaining the condition of the well, therefore, the initial work shall consist of performing a second video inspection. The Contractor shall introduce water back into the well, available from the water system through the discharge piping, to facilitate settling of the material disturbed during the pump removal process before commencing with the video inspection. Water shall be introduced down the cased well bore from the nearby pump station to provide a flushing and settling process in the well through a garden hose at a continuous flow rate between 8-12 GPM. This shall be performed for a minimum period of 24 hours, followed by another 6 hours of complete shutdown. The Contractor shall then either procure the services of a firm with a downhole color video camera system, designed for use in potable water wells, or provide their own camera system with the same specified capabilities, to perform the inspection. The video inspection system shall be capable of displaying both a downhole view as well as a lateral (side) view and produce a real time on-screen display of date, time, and viewing footage shown on the display at all intervals. The video inspection shall be conducted from the top to the bottom of the well at a speed sufficient to show all details of the borehole, casing, and screen sections, with special emphasis given to the 40' section of 10" 125 slot (0.125") pipe size stainless steel well screen between 208.5' to 348.5'. The video inspection shall be recorded on a VHS cassette tape, flash drive, or compact disc (CD) and submitted to the Engineer for review before proceeding with any further work. The review and notification to proceed to the Contractor by the Engineer shall be completed within 24 hours following receipt of the video.

Item 2: Perform a Well Rehabilitation Procedure

Following the video inspection of the well and upon approval to proceed from the Engineer, the Contractor shall perform a rehabilitation procedure on Well #8 satisfactory to the Engineer and Owner. Although the precise procedure, means, and methods shall be determined following inspection of the well and Contractor input, for bidding purposes, the following shall be assumed:

- a) A well workover unit, consisting of either a cable tool drilling rig or pump hoist with an auxiliary sandline shall be set up over the well to allow swabbing and bailing of the well.
- b) Following setup of the workover rig, the Contractor shall install a full diameter brush, prepared from unwound strands of steel wire rope or a commercially available brush with polyethylene or polycarbonate strands, inside the well casing and screen sections. The brush shall be of adequate strength, diameter and number of strands to remove all precipitates, scale, and other attached material while providing a reasonably tight fit inside the casing and screen without danger of either damaging any portion of the well or becoming stuck or impinged. The brush shall be alternatively raised and lowered throughout the well casing and screen to remove any initial loose debris, scale, and accumulated aquifer material. Although a pitman action obtained from a cable tool drilling rig works well for this procedure, an alternate procedure of raising and lowering of the brush with a sandline or attached to pipe sections is permitted. Brushing and bailing shall be performed for a minimum of two (2) hours or until the procedure is no longer effective. All material dislodged from brushing shall be bailed or otherwise removed from the bottom of the well. This task has been estimated at eight (8) hours.

- c) Following the brushing and bailing procedure, the Contractor shall introduce an approved acid or other chemical solution, intended and mixed for the entire well depth and all screens but specifically concentrated for the forty-foot (40') section of 10" 125 slot (0.125") well screen between 208.50'-248.50' BGS depth. All chemicals used in the rehabilitation shall not be potentially injurious to carbon or stainless steel and the Contractor shall submit data sheets to the Engineer for review before ordering or using any chemical. The selected chemical at the recommended solution strength shall be developed and effective to dissolve iron and/or manganese scaling from wet metallic submerged surfaces. A full analysis and recommendation, including specifications, MSDS sheets, and recommended strength of concentration, shall be submitted by a qualified representative of the manufacturer of the chosen chemical as a portion of the required data sheets. In all cases, the selected chemical shall be sufficiently strong enough to dissolve and loosen the accumulation of manganese scale onto screen surfaces without causing damage to the well casing, well screen, or any other component of the well. The chemical shall be an NSF approved product and designed specifically for potable water well use, such as Johnson's Nu-Well 310, or similar products manufactured by Unacid, Cotey, or approved equal. Upon approval of the chemical and procedure, the Contractor shall introduce the prepared solution into the well bore with emphasis applied to the screened sections. Using a submersible well pump the solution shall be continually circulated for a minimum uninterrupted period of four (4) hours inside the well to facilitate mixing and full dispersion through the screen and into the aquifer. Following the initial four-hour circulation period, the solution shall be allowed to stand unmolested for an additional twenty-four (24) hour period, except for a circulation period of ten (10) minutes every two (2) hours or alternatively as per manufacturer recommendations. Circulation can be provided through use of an automatic pumping sequencer (timer) or through mechanical or manual means, but, in all cases, shall be performed to provide a complete treatment to all surfaces of the well screen. All specific product recommendations provided by the manufacturer shall govern and overrule the procedure listed herein, except for the minimum period of treatment of twenty-four (24) hours. All spent chemicals shall be adequately diluted and mixed with well water and neutralizing chemical to fully dilute and neutralize the mixture to the background pH value. The spent chemical shall be diverted to the existing blowoff structure adjacent to the wellhouse. The pH shall be constantly monitored to ensure it remains within the appropriate limits. A portable pH test kit shall be used to monitor the pH and determine when it is safe to discharge.
- d) Following the chemical treatment, the Contractor shall either swab or jet the well screen to dislodge any remaining scale and redevelop the well screen. If using a cable tool drilling machine and swab, the swab shall be of sufficient diameter to fit tightly inside the well screen without danger of impingement or hanging up on the screen or casing. Swabbing shall be performed using a smooth and steady alternating stroke at gradual intervals inside the full length of the screens. Swabbing shall be performed with alternating cycles of bailing of the accumulated scale and other material brought into the well from swabbing until the well is felt to be fully redeveloped and the accumulated material following each swabbing sequence of the full length of the screen is 1.0' or less. If jetting is performed, the Contractor shall utilize compressed air as the medium for jetting. The air shall be distributed through at least 4-jetting nozzles, oriented at 90-degree intervals. The air supply and nozzles shall be designed to provide a minimum of 200 psi of net pressure at the nozzles. Jetting shall be performed using a smooth and regular rotation of the nozzles and throughout the full length of the screen. Removal of the accumulated material shall be accomplished through air lifting the material from the bottom of the screen to the surface. As with swabbing, air jetting shall be suspended when there is less than 1 foot of accumulated material following a complete sequence.

For bidding purposes, it shall be assumed that three (3) cycles of development shall be required, each consisting of four (4) hours in duration.

- e) Following acceptance of the well rehabilitation, the Contractor shall fully disinfect the well using a 100 mg/l solution of active chlorine in conjunction with a post-rehabilitation well test. The well test shall be performed using a Contractor supplied submersible pump capable of producing up to 1,000 GPM from a pumping lift of 180'. The Contractor shall perform a six (6) hour production test to gauge the effectiveness of the rehabilitation and permit final selection of the new well pump. The Contractor shall be permitted to use the existing drop pipe (stored onsite), and 480-volt power supply for testing purposes. Discharge water from the well test shall be piped and routed to the existing blowoff structure, located on the site but outside of the existing pumphouse, approximately 40' from the well. Any test pump motor that requires a different power supply than the existing 480 volt, three phase service shall require procuring a generator at the Contractor's expense. The test pump shall be installed to the assumed depth of 180' with a two (2) hour step test initially performed followed immediately by a four (4) hour constant rate test. Water level measurements shall be obtained at 5-minute intervals during the step test and 15-minute intervals during the constant rate test. Recovery water levels shall be obtained at 1-minute intervals for the first 10 minutes following shutdown, 5-minute intervals for the next 30 minutes, and 15-minute intervals for the next 2 hours or until 90% of the drawdown is recovered. Following the recovery test, the test pump equipment shall be removed from the well and the results delivered to the Engineer for the final new pump selection.

Item 3 (Additive Extra): Additional Rehabilitation

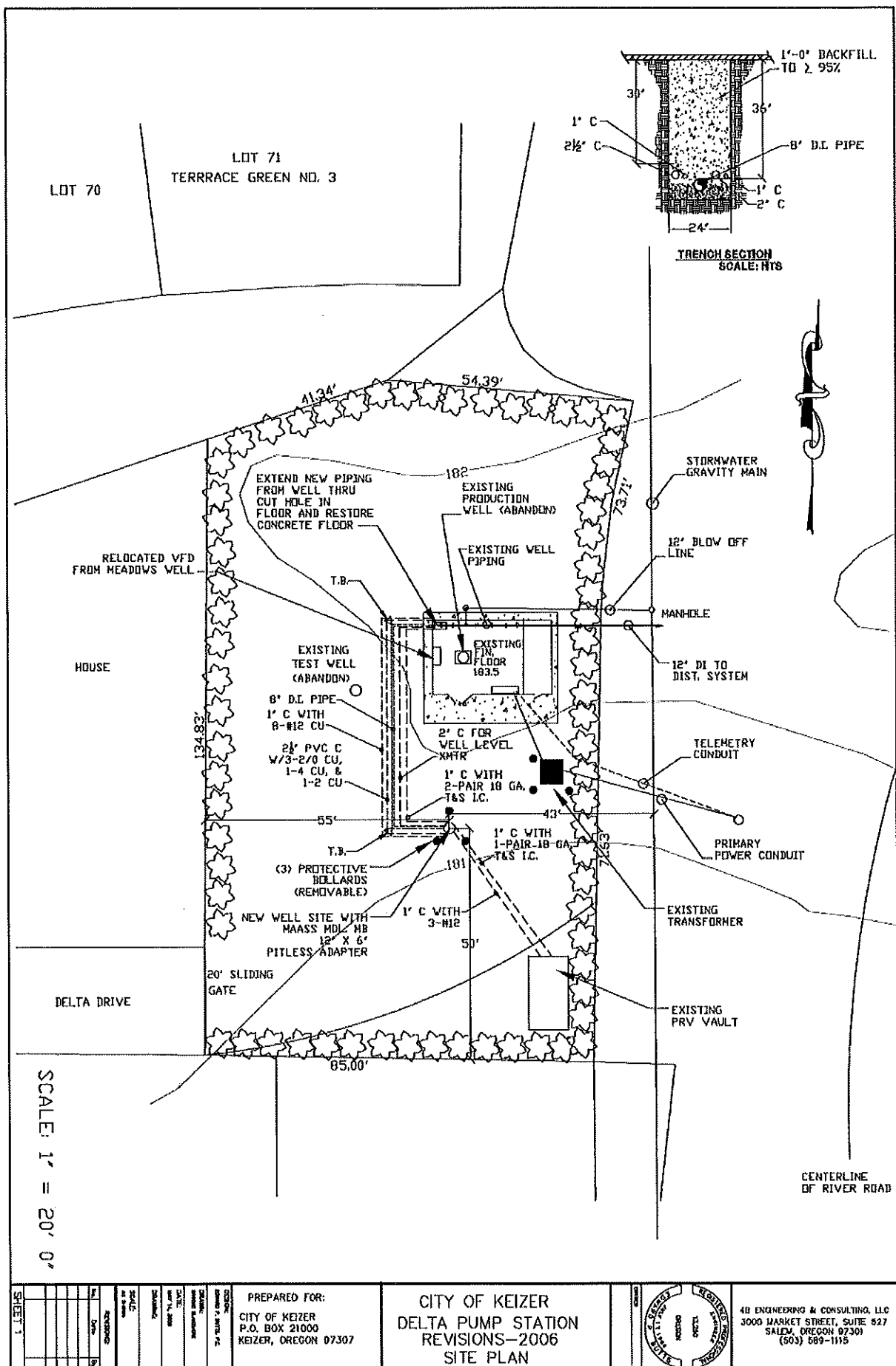
In the event the downhole video inspection and/or well test reveals the initial rehabilitation procedure to be inadequate or unsuccessful, the Contractor shall utilize additional methods of well rehabilitation, including impulse generation with airlift or air-burst technologies. The Contractor is encouraged to provide input and recommendations throughout the rehabilitation procedure. This extra work shall not be included in the base bid. If selected, the additional rehabilitation process shall be negotiated and paid as a lump sum for procurement, installation and removal with execution of the process itself paid on an hourly basis. The procedure shall not be potentially injurious to the well screen or well casing.

Item 4: Follow-up Video Inspection

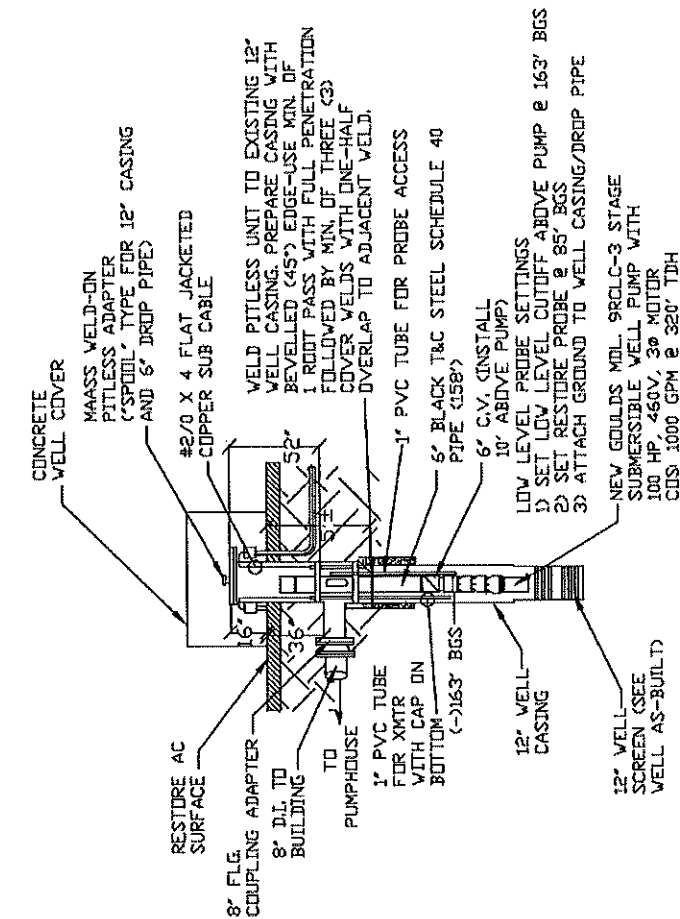
Following the acceptance of the rehabilitation procedure, the Contractor shall perform a second video inspection of the well using the same fundamental specifications outlined in Item 2.

Milestone Completion and Final Completion Dates

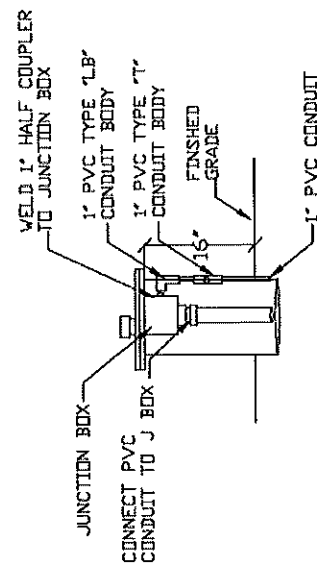
Due to the importance of Well #8 to the City of Keizer, it is imperative that the well be rehabilitated and re-activated within ninety (90) calendar days following issuance of the Notice to Proceed. Given the time needed to procure and install the replacement well pump, this translates to a maximum of sixty (60) days to perform the well rehabilitation. The Contractor shall be permitted to utilize longer work hours and weekend work during the 60-day period, if required, to meet this schedule, however, the Contractor will be compensated for only the documented time needed to perform the work outlined in the Proposal. This milestone will not apply should the well test or video inspection of the well or other evidence satisfactory to the Engineer indicate that the well screen is not able to be effectively rehabilitated and/or any additional required work outside the scope of the specifications is discovered. This scenario will be addressed between the Owner, Engineer, and Contractor on a case-by-case basis with any modification to the schedule, costs, and/or milestone dates determined by a mutually agreed extension and revision of tasks.



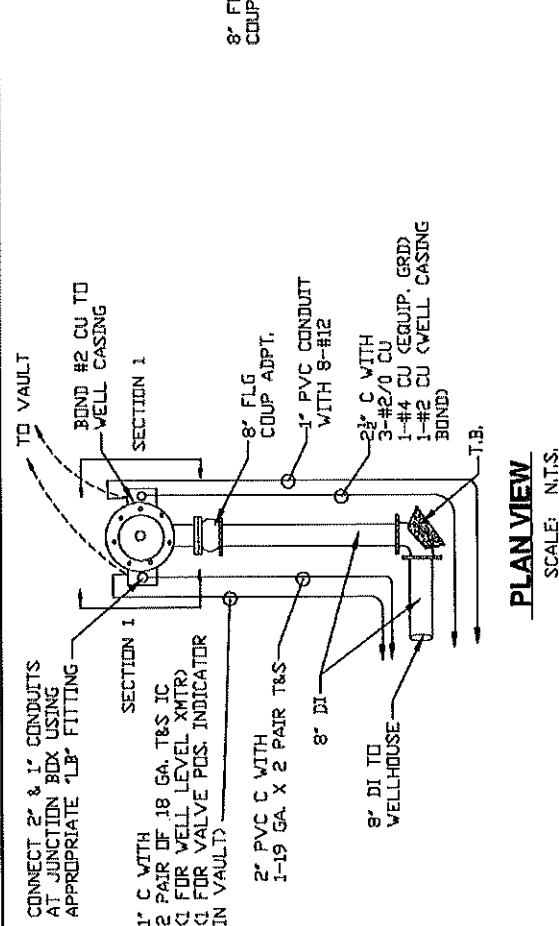
SHEET 1	DATE BY CHECKED APPROVED	SCALE DATE BY CHECKED APPROVED	PREPARED FOR: CITY OF KEIZER P.O. BOX 21000 KEIZER, OREGON 97307	CITY OF KEIZER DELTA PUMP STATION REVISIONS-2006 SITE PLAN	40 YEARS 10 YEARS 5 YEARS 1 YEAR	40 ENGINEERING & CONSULTING, LLC 3000 MARKET STREET, SUITE 527 SALEM, OREGON 97301 (503) 589-1115
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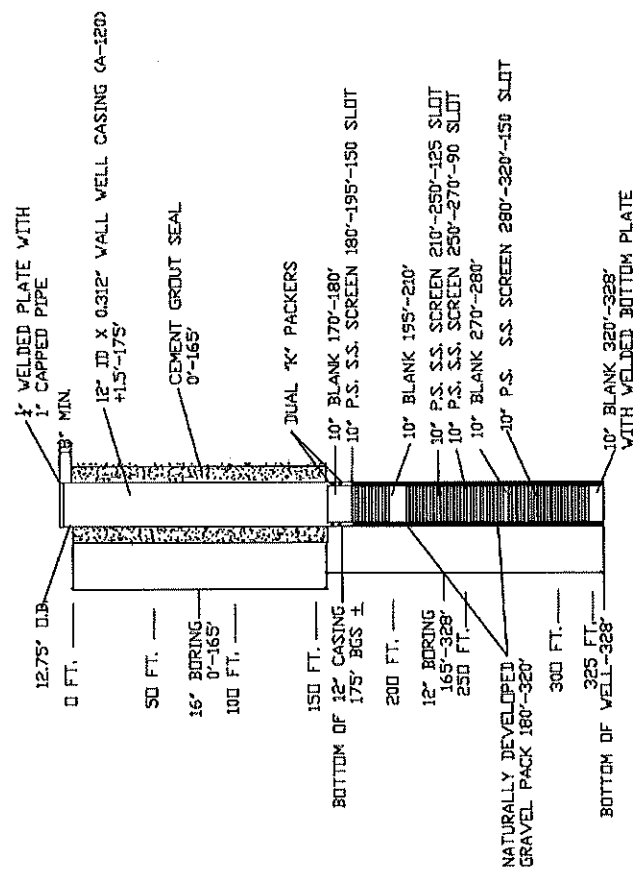
WELL HEAD SECTION
SCALE: N.T.S.



SECTION 1
SCALE: N.T.S.



PLAN VIEW
SCALE: N.T.S.



WELL AS-BUILT
SCALE: N.T.S.

CITY OF KEIZER OREGON
DELTA (WELL #8) REHABILITATION
SCHEDULE OF CONTRACT PRICES (PROPOSAL FORM)

<u>NO.</u>	<u>BID ITEM</u>	<u>ESTIMATED QTY.</u>	<u>UNITS</u>	<u>UNIT COSTS</u>	<u>EXTENDED TOTAL</u>
A.)	Mobilization/Demobilization	1	L.S.	\$ _____	\$ _____
B.)	Downhole Camera and Video Inspection	2	L.S.	\$ _____	\$ _____
C.)	Estimated Time to Brush and Bail Well	8	Per Hour	\$ _____	\$ _____
D.)	Chemical Treatment of Well	1	L.S.	\$ _____	\$ _____
E.)	Well Development Preparation	1	L.S.	\$ _____	\$ _____
F.)	Well Development	12 Hours	Per Hour	\$ _____	\$ _____
G.)	Well Disinfection	1	L.S.	\$ _____	\$ _____
H.)	Test Pump Rent/Install/Removal	1	L.S.	\$ _____	\$ _____
I.)	Test Pumping	6 Hours	Per Hour	\$ _____	\$ _____
				TOTAL: \$ _____	

Total Amount in Words(governs): _____

_____ DOLLARS AND _____ CENTS

Submitted By(s): _____ Printed Name: _____

Firm: _____ Date: _____

Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____ Email: _____

OWWC Lic # _____ Expires: _____ CCB# _____ Expires: _____

BID FORM

CERTIFICATE OF INSURANCE (SAMPLE)

DATE (MM/DD/YY)

PRODUCER

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

A

COMPANY

B

COMPANY

C

COMPANY

D

INSURED

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	
	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ OWNER'S & CONTRACTOR'S PROT ☒ INCLUDES SUBCONTRACTORS ☐				GENERAL AGGREGATE	\$2,000,000.00
					PRODUCTS-COMP/OP AGG	\$1,000,000.00
					PERSONAL & ADV INJURY	\$1,000,000.00
					EACH OCCURRENCE	\$1,000,000.00
					FIRE DAMAGE (Any one fire)	\$ 50,000.00
					MED EXP (Any one person)	\$ 5,000.00
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☐ ☐				COMBINED SINGLE LIMIT	\$1,000,000.00 (OR)
					BODILY INJURY (Per person)	\$1,000,000.00
					BODILY INJURY (Per accident)	\$1,000,000.00
					PROPERTY DAMAGE	\$1,000,000.00
	GARAGE LIABILITY ☐ ANY AUTO ☐ ☐				AUTO ONLY: EA ACCIDENT	\$
					OTHER THAN AUTO ONLY	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY ☒ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$1,000,000.00
					AGGREGATE	\$1,000,000.00
						\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE ☐ INCL OFFICERS ARE: ☐ EXCL				☒ STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE - POLICY LIMIT	\$
					DISEASE - EACH EMPLOYEE	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

Delta (Well #8) Rehabilitation

CONTRACTUAL LIABILITY IS INCLUDED IN THE GENERAL LIABILITY POLICY

CITY OF KEIZER, INCLUDING ITS OFFICERS, AGENTS, AND EMPLOYEES, IS AN ADDITIONAL INSURED - ATTACH ENDORSEMENT

4B ENGINEERING & CONSULTING LLC, INCLUDING ITS OFFICERS, AGENTS, AND EMPLOYEES, IS AN ADDITIONAL INSURED - ATTACH ENDORSEMENT

CERTIFICATE HOLDERS

City of Keizer
4B Engineering & Consulting LLC

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY SHALL MAIL 304B DAY WRITTEN NOTICE TO THE CERTIFICATE HOLDERS NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

STATE OF OREGON
WATER SUPPLY WELL REPORT
(as required by ORS 537.765 & OAR 690-205-0210)

WELL LABEL # L

82750

START CARD #

181254

(1) LAND OWNER

Owner Well I.D. Delta Well #8

First Name _____ Last Name _____
Company City of Kelzer
Address 930 Chemewa Rd
City Kelzer State OR Zip 97307

(2) TYPE OF WORK ☒ New Well ☐ Deepening ☐ Conversion
☐ Alteration (repair/recondition) ☐ Abandonment

(3) DRILL METHOD

☒ Rotary Air ☐ Rotary Mud ☐ Cable ☐ Auger ☐ Cable Mud
☒ Reverse Rotary ☐ Other

(4) PROPOSED USE ☐ Domestic ☐ Irrigation ☒ Community
☐ Industrial/ Commercial ☐ Livestock ☐ Dewatering
☐ Thermal ☐ Injection ☐ Other

(5) BORE HOLE CONSTRUCTION

Special Standard ☒ Attach copy

Depth of Completed Well 328. ft.

BORE HOLE			SEAL			sacks/
Dia	From	To	Material	From	To	lbs
16.	0	165.	Cement	0	60.	20. S
12.	165.	328.	Bentonite Chips	60.	70.8	57. S
			Cement	70.8	165.	227. S
						S

How was seal placed: Method ☐ A ☐ B ☒ C ☐ D ☐ E
☐ Other

Backfill placed from 167.7 ft. to 170. ft. Material sugar sand
Filter pack from 328. ft. to 189. ft. Material pea gravel Size pea gravel
Explosives used: ☐ Yes Type Amount

(6) CASING/LINER

Casing Liner	Dia	From	To	Gauge	Stl	Pstc	Wld	Thrd
☒	12.	☒ 3.3	165.	.375	☒	☐	☒	☐
☐	10.	☐ 168.5	178.5	.365	☐	☐	☒	☐
☐	10.	☐ 193.5	208.5	.365	☐	☐	☒	☐
☐	10.	☐ 268.5	278.5	.365	☐	☐	☒	☐
☐	10.	☐ 318.5	326.5	.365	☐	☐	☒	☐

Shoe ☐ Inside ☒ Outside ☐ Other Location of shoe(s) 155.5

Temp casing ☒ Yes Dia 16. From 0 To 155.5

(7) PERFORATIONS/SCREENS

Perforations Method

Screens Type Wire Wrap Material 304 SS

Perf/	Casing Screen	Screen	Dia	From	To	Scrns/slot	Slot	# of	Tele/
Screen	/Liner					width	length	slots	pipe
Screen	Liner	10.	178.5	193.5	.15		h		10.
Screen	Liner	10.	208.5	248.5	.125				10.
Screen	Liner	10.	248.5	268.5	.09				10.
Screen	Liner	10.	278.5	318.5	.15				10.

(8) WELL TESTS: Minimum testing time is 1 hour

☒ Pump ☐ Baller ☐ Air ☐ Flowing Artesian

Yield gal/min	Drawdown	Drill stem/Pump depth	Duration (hr)
1,000.	84.1	169	24.

Temperature 56 °F Lab analysis ☐ Yes By

Water quality concerns? ☐ Yes (describe below)

From	To	Description	Amount	Units

(9) LOCATION OF WELL (legal description)

County MARION Twp 6.00 S N/S Range 3.00 W E/W WM
Sec 26 NE 1/4 of the SW 1/4 Tax Lot 4000
Tax Map Number Lot
Lat 45 ° 1 ' 3.000 " or 45.0175 DMS or DD
Long -123 ° 1 ' 16.000 " or -123.02111111 DMS or DD
☒ Street address of well ☐ Nearest address

939 Delta Drive NE, Kelzer, OR

(10) STATIC WATER LEVEL

Existing Well / Predeepening	Date	SWL (psi)	+ SWL (ft)
Completed Well	04-24-2006		72.9

Flowing Artesian? ☐

WATER BEARING ZONES

Depth water was first found 70.

SWL Date	From	To	Est Flow	SWL (psi)	+ SWL (ft)
12-16-2005	70.	150.	1,000.		72.9
04-24-2006	155.	323.	1,000.		72.9

(11) WELL LOG

Ground Elevation

Material	From	To
asphalt / top soil fill	0	3.
brown clay	3.	12.
brown tan clay sticky some silt	12.	55.
brown sandy clay	55.	70.
brown sands	70.	72.
small gravels w/ some sand	72.	80.
gravel, cable sands, some cementation	80.	100.
sand / gravels - medium to large	100.	117.
brown gravels, rusty, coarse to medium sand	117.	150.
gray clay	150.	155.
small gravels w/ clay - some cementation	155.	159.
gravels and sand - brown	159.	164.
black gravels & sand - medium/course w/ black	164.	
sand layers		193.
larger gravels w/ sand - 2-3" w/ some cementation	193.	194.
gravels (1.5") w/ clay binder	194.	222.
larger gravels; brown course sands w/ some	222.	
cementation		256.
brown clay w/ some gravel	256.	262.

Date Started 12-05-2005

Completed 04-26-2006

(unbonded) Water Well Constructor Certification

I certify that the work I performed on the construction, deepening, alteration, or abandonment of this well is in compliance with Oregon water supply well construction standards. Materials used and information reported above are true to the best of my knowledge and belief.

License Number 1530

Date 5-23-06

Password: (if filing electronically)

Signed Steve Villard

(bonded) Water Well Constructor Certification

I accept responsibility for the construction, deepening, alteration, or abandonment work performed on this well during the construction dates reported above. All work performed during this time is in compliance with Oregon water supply well construction standards. This report is true to the best of my knowledge and belief.

License Number 523

Date 5-15-06

Password: (if filing electronically)

Signed

WATER RESOURCES DEPARTMENT

ORIGINAL - WATER RESOURCES DEPARTMENT

THIS REPORT MUST BE SUBMITTED TO THE WATER RESOURCES DEPARTMENT WITHIN 30 DAYS OF COMPLETION OF WORK

MARI 59708

WATER SUPPLY WELL REPORT -
continuation page

WELL I.D. # L 82750

START CARD # 181254

(5) BORE HOLE CONSTRUCTION

[illegible]

FILTER PACK

From	To	Material	Size

(6) CASING/LINER

[illegible]

(7) PERFORATIONS/SCREENS

[illegible]

(8) WELL TESTS: Minimum testing time is 1 hour

[illegible]

Water Quality Concerns

[illegible]

WATER RESOURCES DEPT
SALEM, OREGON

(10) STATIC WATER LEVEL

Water Bearing Zones

[illegible]

(11) WELL LOG

[illegible]**Comments/Remarks**

Double K-Packer - 19 3/8" long
- top at 168.5 feet

12" Shoe (Outside) - Cut at 323 feet.

Screen Diameters are 10" pipe size



MARI 59708

Oregon

Theodore R. Kulongoski, Governor

Water Resources Department
North Mall Office Building
725 Summer Street NE, Suite A
Salem, OR 97301-1266
503-986-0900
FAX 503-986-0904

April 3, 2006

RECEIVED
FIS-01-06AD

GEO TECH EXPLORATIONS
ROBERT STADELI #1523
19700 SW TETON
TUALATIN, OR 97062

FINAL ORDER

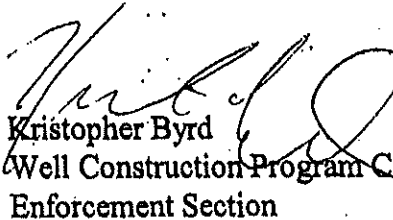
Dear Robert:

The Special Standard request you submitted for owner: City of Keizer, Start Card number 181254 is hereby approved for the following: You may *seal* this water well from a depth of 71 ft bgs to 65 ft bgs with unhydrated bentonite due to the cement losses encountered in this interval. The chips may be added until the chips return to theoretical hole volume. Cement must then be substituted for the bentonite. The placement of the bentonite shall conform to the Departments rules and the manufacturers specifications and result in a seal that is free of voids or bridges. Care shall be taken to minimize the introduction of bentonite dust. Only sodium bentonite chips manufactured to be greater than 1/4 inch or tablets shall be used below the water level in the sealing interval. (See OAR 690-220-0060, 690-220-0030 and 690-220-0090). Your Special Standard request form is enclosed.

The Well Construction Standards serve to protect ground water resources. By approving and issuing this special construction standard the Oregon Water Resources Department is not representing that a well constructed in accordance with this condition will maintain structural integrity or that it meets engineering standards. The well constructor/owner is responsible for ensuring that a well is constructed in a manner that protects ground water resources as required under Oregon Administrative Rules 690-200 through 690-240.

If you have any questions concerning this letter, I may be contacted at (503) 986-0851, or by e-mail at Kristopher.R.Byrd@ wrd.state.or.us.

Sincerely,


Kristopher Byrd
Well Construction Program Coordinator
Enforcement Section

cc: Joel Jeffery, NW Region Well Inspector
File

RECEIVED

MAY 24 2006

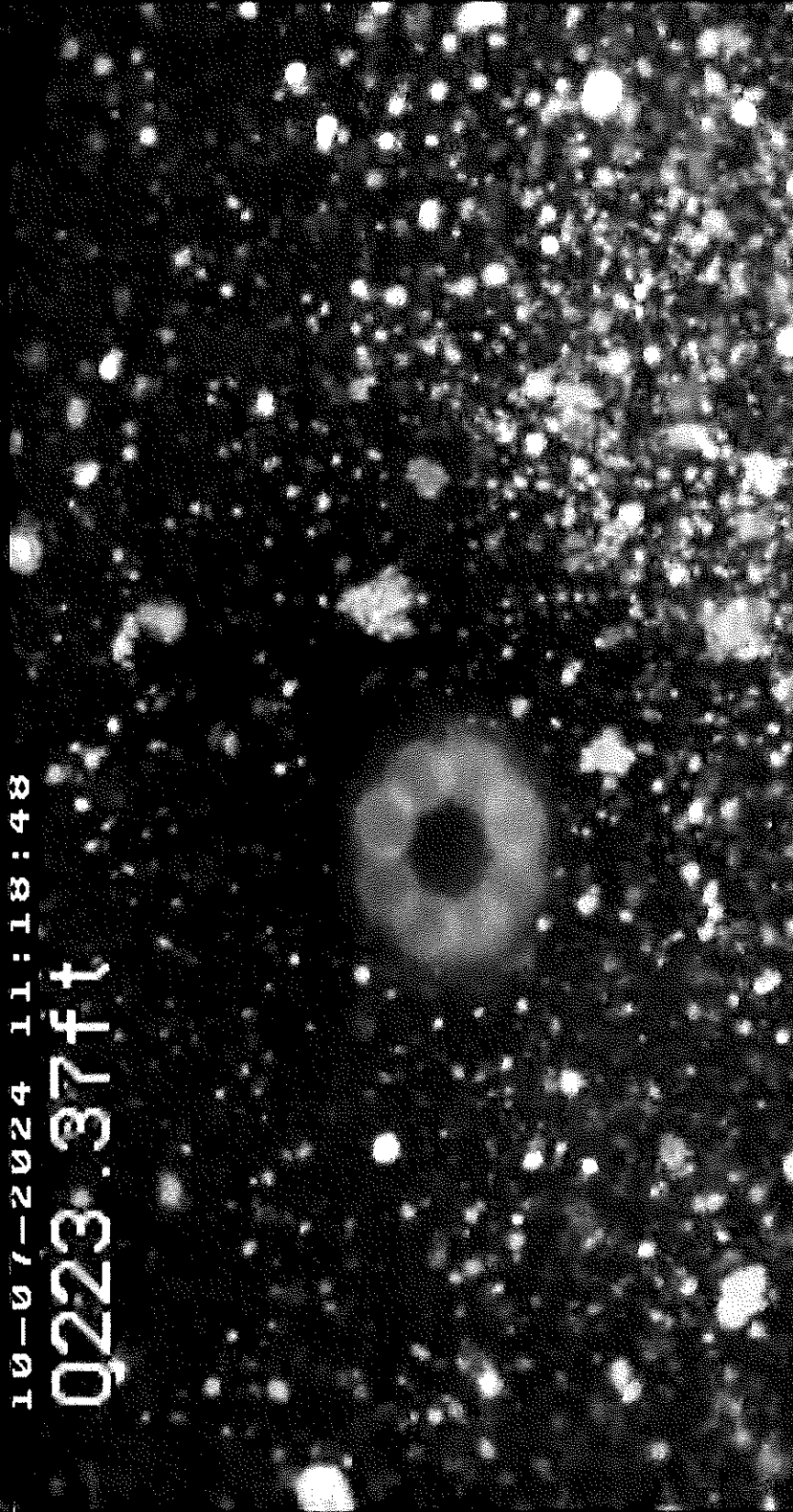
WATER RESOURCES DEPT
SALEM, OREGON

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.





10-07-2024 11:18:48
Q223.37ft



30:52

00:43

Exit now playing (Ctrl+N)

Keizer-Delta Well-Video Inspection-10-8-24

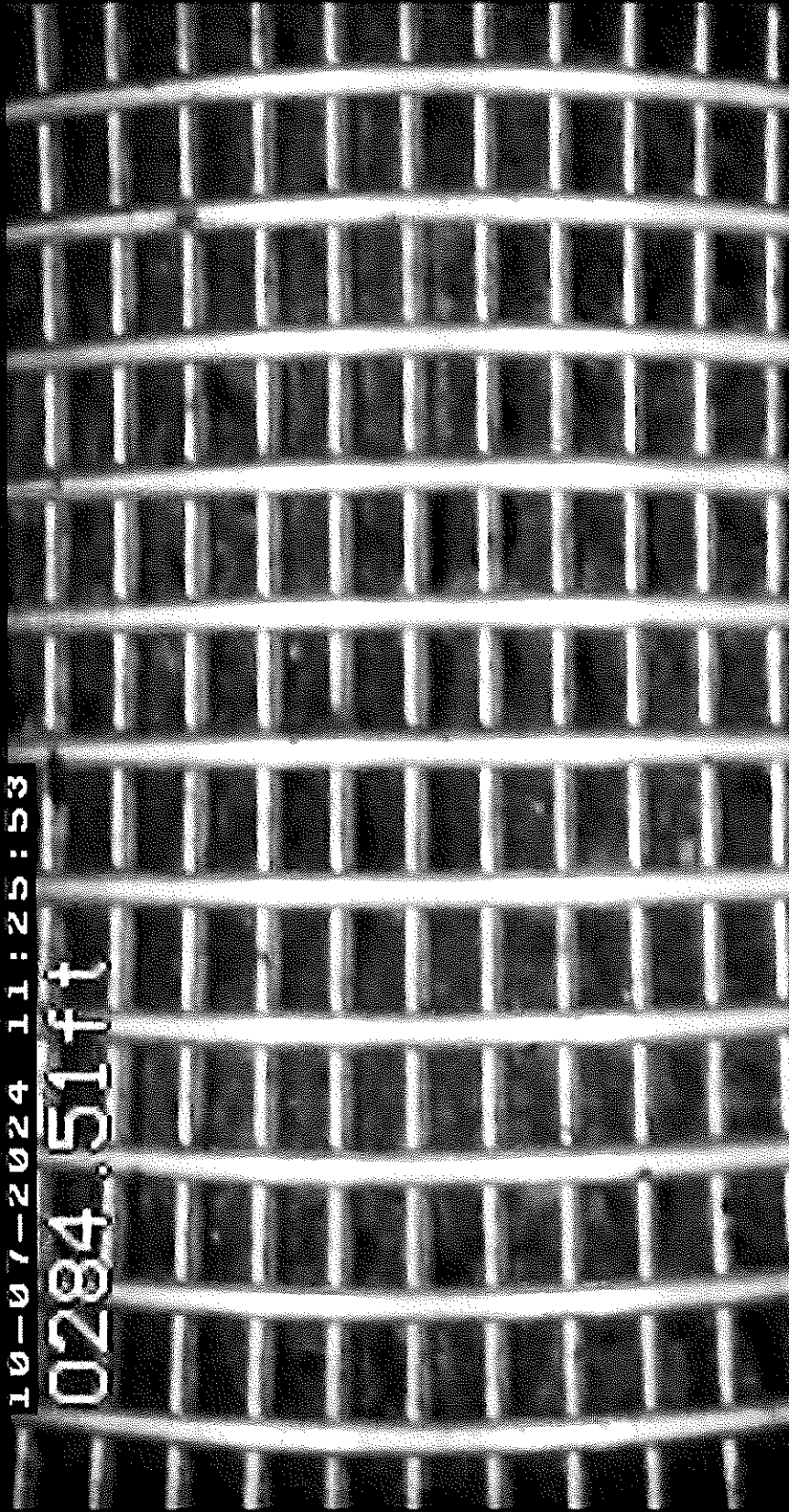


Search



10-07-2024 11:25:53

0284.51ft



3224

003:03

Keizer-Delta Well-Video Inspection-10-8-24

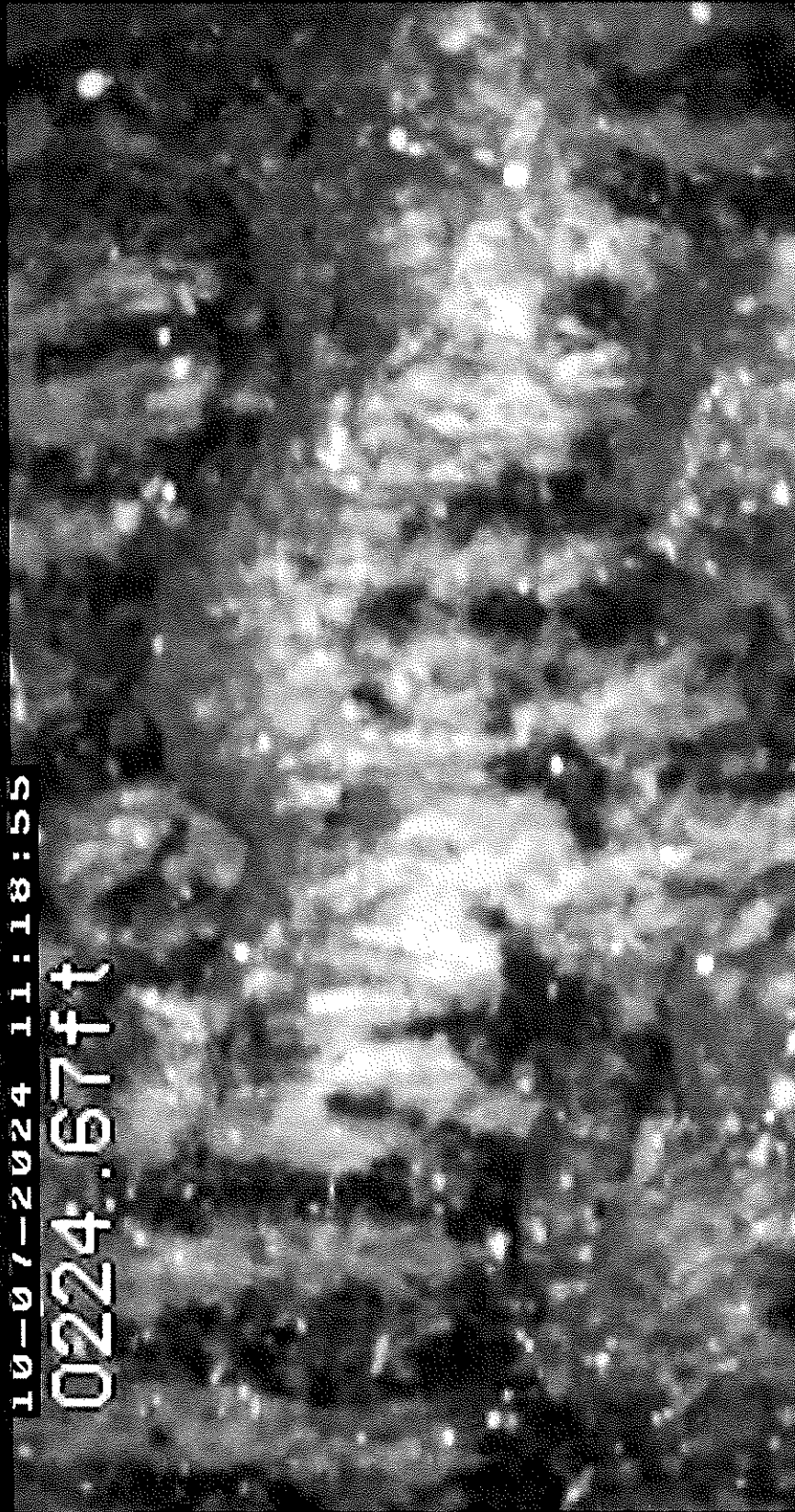


Q Search



10-01-2024 11:18:55

0224.67ft



2:30:59

0:04:28

Keizer-Delta Well-Video Inspection-10-8-24



Search



CITY OF KEIZER OREGON
DELTA (WELL #8) REHABILITATION
SCHEDULE OF CONTRACT PRICES (PROPOSAL FORM)

<u>NO.</u>	<u>BID ITEM</u>	<u>ESTIMATED QTY.</u>	<u>UNITS</u>	<u>UNIT COSTS</u>	<u>EXTENDED TOTAL</u>
A.)	Mobilization/Demobilization	1	L.S.	\$ 7,800.00	\$ 7,800.00
B.)	Downhole Camera and Video Inspection	2	L.S.	\$ 1,800.00	\$ 3,600.00
C.)	Estimated Time to Brush and Bail Well	8	Per Hour	\$ 380.00	\$ 3,040.00
D.)	Chemical Treatment of Well	1	L.S.	\$ 44,700.00	\$ 44,700.00
E.)	Well Development Preparation	1	L.S.	\$ 2,680.00	\$ 2,680.00
F.)	Well Development	12 Hours	Per Hour	\$ 380.00	\$ 4,560.00
G.)	Well Disinfection	1	L.S.	\$ 2,840.00	\$ 2,840.00
H.)	Test Pump Rent/Install/Removal	1	L.S.	\$ 10,470.00	\$ 10,470.00
I.)	Test Pumping	6 Hours	Per Hour	\$ 280.00	\$ 1,680.00
				TOTAL: \$ 81,370.00	

Total Amount in Words(governs): _____

Eighty One Thousand Three Hundred Seventy DOLLARS AND No CENTS

Submitted By(s): Daniel D Stadel Printed Name: Dan Stadel

Firm: Westerberg Drilling, Inc. Date: 10/29/2024

Address: PO Box 1228 City/State/Zip: Molalla, OR 97038

Phone: 503-209-4606 Fax: 503-829-7514 Email: danstadel@gmail.com

OWWC Lic # 1487 Expires: 06/30/2026 CCB# 87582 Expires: 11/25/2025

BID FORM



MINUTES
KEIZER CITY COUNCIL
Monday, November 18, 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
Daniel Kohler, Councilor
Laura Reid, Councilor
Ma'Layah Latty-Farrar, Youth
Councilor

Absent:

Vacant Position #5

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. PROCLAMATION - Native American Heritage Month

Chair Delores Pigsley, Tribal Council Confederated Tribes of Siletz Indians, provided a history of the Tribes. She gifted two copies of *The People are Dancing Again* by Charles Wilkinson.

Mayor Clark then read the proclamation observing Native American Heritage Month.

b. PROCLAMATION - Small Business Saturday

Corri Falardeau, Executive Director of the Keizer Chamber of Commerce and Jeremy Turner, Keizer Chamber of Commerce President, were present to receive the proclamation. Ms.

Falardeau urged the community to shop small businesses.

Mayor Clark then read the proclamation observing Small Business Saturday.

c. Volunteer of the Quarter Award - Carol Phipps

Rhonda Rich and Carolyn Holman, West Keizer Neighborhood Association, shared the Volunteer of the Quarter and the work of Carol Phipps. Mayor Clark and the Councilors recognized Carol Phipps as Volunteer of the Quarter, presented her award, and expressed their appreciation for her tremendous contributions to the community.

COMMITTEE REPORTS

Matt Lawyer, Planning Commission Chair, shared information about the recent Planning Commission meeting.

PUBLIC COMMENTS

Corri Falardeau, Keizer Chamber of Commerce shared the upcoming events, which included the Turkey Dash, Keizer Hometown Christmas Tree Lighting, the Holiday Giving Basket Program, and the Holiday Lights Parade.

Tammy Kunz, Keizer, read aloud a letter from Donald Williams, Keizer. Mr. Williams wanted to know why the Public Employees' Retirement (PERS) fund wasn't a policy, and he would like to see a policy. He expressed concern about the City Councilors and that the City should keep the Community Diversity Engagement Committee.

Jacqueline Green, Keizer read aloud a letter from, Pamela Marin, Keizer. Ms. Marin expressed concern about employers paying into PERS for employees' retirement, and she would like the word "survivor" used instead of "victim."

Mark and Janet Jones, Keizer, expressed their concern about a potential transitional home on Linda Avenue operated by Soaring Heights Recovery Homes. They requested that the City Council explore alternatives for locations of the potential transitional home.

Shawn Edmends, Loren's Sanitation, and Greg Dittman, Valley Recycling and Disposal, spoke about the rolling franchise agreement for the haulers. They explained that the rolling franchise agreement is integral to their business model, and they are not in favor of changing the agreement.

PUBLIC HEARINGS

There were no public hearings.

ADMINISTRATIVE ACTION

a. Event Center Use Fee Waiver - Keizer Chamber of Commerce - First Citizen and Awards Banquet

Item was postponed to the December 2nd meeting.

b. Event Center Use Fee Waiver - Valor Mentoring Fundraiser

Item was postponed to the December 2nd meeting.

c. RESOLUTION - In the Matter of Adoption of the Municipal Judge Evaluation Process; Repealing Resolution No. R2021-3142

Item was postponed to the December 2nd meeting.

d. Update on FEMA Floodplain issue: Pre-Implementation Compliance Measures (PICM)

Item was postponed to the December 2nd meeting.

e. Discussion regarding directing staff to bring back a Resolution acknowledging Keizer Community Library as the Community's Library

This item was considered out of order by consensus of the City Council.

Council President Starr expressed her appreciation for the Keizer Community Library. She shared statistics about the number of volunteer hours and services and the value of those services. She asked that staff thoroughly research the issue and bring back a recommendation, and if appropriate, to draft a resolution for Council to adopt recognition of the Keizer Community Library as a Public Library. There was concern that funding must be dedicated to the library with this agenda item.

Council President Starr reviewed the items that should be included in the resolution, which were:

- 1) The City recognize the Keizer Community Library as Keizer's Library, and
- 2) The City agrees to partner with Keizer Community Library to explore potential funding options.

Council President Starr stated that the agenda item only relates to directing staff to research the issue and bring back the recommendation on a possible resolution or ordinance regarding the recognition of Keizer Community Library as the community's library.

Council President Starr explained that it was imperative to ensure it was clear that if and only if Keizer Community Library was granted Public Library status, the City would then have two years from the date they filed their first statistical report, which would be one year after being granted Public Library status to partner with them and explore and identify passable funding stream that would equal 50 percent of the operating budget.

If Keizer Community Library was successful in obtaining Public Library status, this does not mean that Keizer Community Library would move forward with seeking membership with Chemeketa Cooperative Regional Library Service (CCRLS). That would be a future decision and one that was not tied to being recognized as a Public Library thru the State. Being recognized as a Public Library by the State of Oregon opens up a world of opportunities separate and apart of being a CCRLS member.

There was a question about not having the requirement for public funding now.

BJ Toewe, Keizer Community Library, shared that if they achieved public library status, then there would need to be \$30,000 provided annually from a Public entity (City, State, County, or Federal).

It was noted that there would be a variety of options to be explored related to public funding.

There was discussion about the Library Fee being voted down two years ago.

Nancy Soto, Keizer, shared her experience with the Keizer Community Library and expressed her support. She suggested more cultural activities in the Community.

Guadalupe Cuoncas with daughter Lupita, shared her experience with the Keizer Community Library.

Thomas Morgan, Keizer, expressed his support for the Keizer Community Library and listed his reasons for why he believed libraries were important and should be supported.

Diane Watson, Keizer, shared her support for the Keizer Community Library becoming a Public Library.

Alisha Palmer, Keizer, expressed her support for the City Council to name the Keizer Community Library as a Public Library.

Shawn Palmer, Keizer, expressed his support for libraries and the literacy it provides.

Mayra Rosales, Keizer, and Keizer Community Library's Board of Director, expressed her support for the library.

Maribel Monroy Rodriguez, Keizer, and works for the Salem-Keizer Public Schools, understands the importance of a library in this community for the children, parents, and teachers.

Kris Adams, Keizer, shared the variety of opportunities that libraries offer. She expressed her support for Keizer Community Library as a Public Library.

Kiele Jamagin, Keizer, shared her experience volunteering at the Keizer Community Library. She expressed her support for Keizer Community Library.

Rhonda Rich, expressed her support for Keizer Community Library as Keizer's community library.

Jamie Hinsz, Keizer Community Library volunteer, shared her experience as a volunteer and read a letter that she had submitted as written testimony.

Lore Christopher, Keizer, expressed her support for the volunteers and for the Keizer Community Library being recognized as a Public Library.

Jacqueline Green, Keizer, expressed her support for the Keizer Community Library, explaining the benefits of libraries.

Cindy Hunt, Keizer, shared her research and expressed her support for the Keizer Community Library as a Public Library.

Barbara Miner, Director for the Keizer Community Library Board, shared the changes over the last

few years at the Library, and the services they provide.

Gina Pie, Keizer Community Library volunteer and Director for the Keizer Community Library Board, shared her experiences at the library and the benefits to the community.

Tom Pie, Keizer Community Library volunteer, shared his experience with volunteering at the Library and urged the Council's support for the Library.

Michael Hickman, Keizer, urged the Council to consider all of the options to move the Community Library along as a public library.

Daisy Hickman, Keizer, shared the services the Library provides that goes beyond books.

John Goodyear, former Executive Director of Chemeketa Cooperative regional Library Service and former treasurer of the Keizer Community Library, feels that a Public Library should be considered an essential service.

BJ Toewe, stated that the funding for a Public Library would provide children with the necessary reading materials to develop skills and to learn to love reading. The Keizer Library Board was facing the current budget that would only keep the doors open until 2026, and she requested a small contribution of \$30,000 to support a Public Library.

Council President Starr moved to direct staff to bring back a resolution of support for the City to acknowledge the Keizer Community Library as the Community's Library in order to apply for Public Library status with the State Library Association. Councilor Reid seconded.

There was a request for staff to bring clear information about what obligations come with the public status and realistic sustained funding.

Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

There was a recess.

Councilor Cross moved that anything non-essential be moved to the next City Council meeting. Council President Starr seconded. Mayor Clark asked if it could be done by consensus.

City Manager Brown reviewed the agenda noting the items that could be moved to the next meeting.

There was no objection to having staff recommend which agenda items to cover and which ones to discuss at the next meeting due to the lateness of evening.

f. Discussion regarding Council Rules of Procedure Section 17.5(d) relating to questions for upcoming City Councilor Candidate Presentations

City Manager Brown explained that both fee waivers and Municipal Judge Evaluation Process could be handled at the December meeting. Mr. Witham would be available at the December meeting to present on the FEMA Floodplain issue. It would go to the default position (e.g. "Permit by Permit" process), which was staff's recommendation and what the Planning Commission had recommended. Mr. Witham shared that he would be communicating with FEMA to go through the default position.

Mr. Brown commented on the Council Rules of Procedure Section 17.5(d) relating to questions for upcoming City Councilor Candidate Presentations and that those questions didn't have to be used. The Council decided to use the same questions as last time, but questions could still be submitted to the City Recorder.

CONSENT CALENDAR

a. RESOLUTION - Declaring the City's Intent to Initiate a Street Lighting Local Improvement District (Clear Lake Commons) and Directing the City Engineer to make a Survey and file a Written Report with the City Recorder

b. Approval of November 4, 2024 Regular Session Minutes

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

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

OTHER BUSINESS

Regarding the solid waste haulers' topic, Councilor Cross recused herself from this discussion because her husband working for Loren's Sanitation.

City Manager Brown shared that at the last discussion, there may have been a misunderstanding or they were operating on incorrect information concerning the solid waste haulers. He previously stated that it was the hauler's desire to move to a fixed, 10-year contract. He clarified that the reason the City hasn't done this before was because the contract worked and the City had great partnerships with Loren's Sanitation and Valley Recycling and Disposal. He was fine with not holding the public hearing and allowing it to proceed in the rolling contract.

Council President Starr moved the Keizer City Council not hold a Public Hearing to consider moving to a fixed, 10-year contract and allow the rolling, 10-year contract to continue. Councilor Reid seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: Cross (1)

ABSENT: None (0)

STAFF UPDATES

City Attorney Lindsay wished the Council a Happy Thanksgiving.

COUNCIL MEMBER REPORTS

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

Council President Starr inquired about Ziply and its fiber installation. Public Works Director Lawyer expressed frustration about the communication with Ziply and their communication with their contractors and subcontractors. Mr. Lawyer explained that they are legally working in a public utility easement. Mr. Lawyer stated that in order to motivate Ziply, the contract could be rescinded and that staff would continue to monitor the situation. Mr. Lindsay reported that the City was issuing fewer permits to better contain the installations.

Mayor Clark shared that customer service and consideration for the property owners had been the standard in Keizer and was the expectation. Mr. Lawyer would communicate the expectation to respond to damage and repairs.

AGENDA INPUT

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

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

***December 16, 2024 - 7:00 p.m.
City Council Regular Session***

***January 6, 2024 - 7:00 p.m.
City Council Regular Session***

ADJOURNMENT

Mayor Clark adjourned the meeting at 10:36 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."