

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

A G E N D A
KEIZER CITY COUNCIL
EXECUTIVE SESSION

Monday, October 3, 2016

6:00 p.m.

**Keizer Civic Center
Keizer, Oregon 97303**

1. CALL TO ORDER

2. ROLL CALL

3. DISCUSSION

- a. Pursuant to ORS 192.660(2)(e) – *To conduct deliberations with persons designated by the governing body to negotiate real property transactions;*
AND
- b. Pursuant to ORS 192.660(2)(f) - *To consider information or records that are exempt by law from public inspection;*

4. ADJOURN

Upon request, auxiliary aids and/or special services for those with disabilities will be provided. To request services, please contact us at (503) 390-3700 or through Oregon Relay 1-800-735-2900 at least two working days(48 hours) in advance.

The Oregon Public Meeting Law authorizes governing bodies to meet in executive session in certain limited situations. An executive session is defined as any meeting or part of a meeting of a governing body which is closed to certain persons for deliberations on certain matters as defined by ORS 192.660. These sessions are closed to the public. The media may attend the session, unless the Oregon State Statutes specifically prohibits media attendance. The governing body is not allowed to take any final action or make any final decisions during the executive sessions. Any final action or decision must be made after returning or at the next regularly scheduled meeting.

AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION
Monday, October 3, 2016
7:00 p.m.
Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **FLAG SALUTE**

4. **SPECIAL ORDERS OF BUSINESS**

- a. Volunteer Coordinating Committee Recommendation for Appointment – Keizer Public Arts Commission

5. **COMMITTEE REPORTS**

6. **PUBLIC TESTIMONY**

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. Heritage Tree Designation – 301 Dennis Lane North, Keizer
- b. **RESOLUTION** – Forming Keizer Station Center Area C Street Lighting Local Improvement District
ORDINANCE – Spreading Assessments to Keizer Station Center Area C Street Lighting Local Improvement District

8. **ADMINISTRATIVE ACTION**

9. CONSENT CALENDAR

- a. RESOLUTION – Disposition of Unclaimed Found Personal Property
- b. RESOLUTION – Authorizing City Manager to Sign Oregon Parks and Recreation Department Local Government Grant Program Agreement for Keizer Rapids Park Big Toy Phase 2 Project
- c. Approval of September 12, 2016 Work Session Minutes

10. COUNCIL LIAISON REPORTS

11. 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.

12. WRITTEN COMMUNICATIONS

To inform the Council of significant written communications.

13. AGENDA INPUT

October 10, 2016 - 5:45 p.m. – City Council Work Session

- Canceled!

October 12, 2016 - 6:00 p.m. – City Council Special Session with City of Salem, Marion County, and Polk County

- Urban Growth Boundary Issue Pertaining to Willamette River Crossing

October 19, 2016 - 7:00 p.m. – City Council Regular Session

November 7, 2016 - 7:00 p.m. – City Council Regular Session

14. ADJOURNMENT

Upon request, auxiliary aids and/or special services will be provided. To request services, please contact us at (503)390-3700 or through Oregon Relay at 1-800-735-2900 at least two working days (48 hours) in advance.

CITY COUNCIL MEETING:_____

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: TRACY L. DAVIS, MMC
CITY RECORDER**

SUBJECT: Keizer Public Arts Commission

ISSUE:

Two positions are open on the Public Arts Commission. A media release was published and an application was received from Suesann Abdelrasul.

The Volunteer Coordinating Committee has reviewed the application and recommends Suesann Abdelrasul for position #2 on the Keizer Public Arts Commission to serve the remainder of a three-year term ending June 30, 2017.

RECOMMENDATION:

It is recommended the City Council accept the recommendation of the Volunteer Coordinating Committee and appoint Suesann Abdelrasul to position #2 on the Keizer Public Arts Commission to serve the remainder of a three-year term ending June 30, 2017.

CITY COUNCIL MEETING: October 3, 2016

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: BILL LAWYER
PUBLIC WORKS DIRECTOR**

SUBJECT: HERITAGE TREE NOMINATION

BACKGROUND

Section 4 of Ordinance 95-332 (copy attached) provides a means by which trees may be designated by the City Council as Heritage Trees. Heritage Trees are those trees designated by City Council as such due to their location, size or age of their species, botanical interest, commemorative plantings, or historical significance. Trees so designated cannot be cut, pruned or topped without first obtaining written permission from the City.

ISSUE

The property owners at 301 Dennis Lane, N Keizer OR 97303 have requested that the City Council consider the Giant Sequoia, *Sequoiadendron giganteum* specimen located on the Northwest corner of their property be designated a Heritage Tree, a copy of the request is attached for your convenience. The homeowners have requested that the City consider this a Heritage Tree for its size, "beauty and majesty". City staff has visited the site and verified that the specimen is a large tree of approximately 100' in height (see attached photos), however it does not meet other criteria in the current Ordinance for consideration of being designated as a Heritage Tree. The tree is located in the backyard on private property, is not of botanical interest, was not a commemorative planting, and is not historically significant. The City does support the goal of tree preservation and recognizes the significance of the general benefit of trees in our community.

RECOMMENDATION:

Staff recommends the City Council open the public hearing, receive testimony, close the public hearing, and either defer the matter until the City's tree preservation policies can be more clearly defined and adopted by Ordinance or direct staff to bring back an Order denying the request.

Please contact me with any questions.

1 BILL NO. 314

A BILL

ORDINANCE NO.
95- 332

2
3 FOR

4 AN ORDINANCE

5 REGULATING THE MAINTENANCE, PLANTING
6 AND REMOVAL OF CERTAIN TREES
7 (TREE PRESERVATION ORDINANCE)

8 The City of Keizer ordains as follows:

9 Section 1. PURPOSE. The purpose of this ordinance is to regulate the
10 planting, maintenance, and removal of trees abutting and in public right-of-ways
11 or municipally owned property, the regulation of trees in parks, and to set forth
12 a process to designate and protect certain trees as "Heritage Trees."

13 Section 2. TREES IN THE PUBLIC RIGHT-OF-WAY.

14 a. Maintenance and Protection of Trees. Trees located in the public
15 right-of-way, including parking strips between streets and sidewalks, shall
16 be maintained by the immediately abutting property owner ("owner") and
17 shall not be cut down, removed, topped, or transplanted without first
18 obtaining a permit from the City of Keizer. "Topping" is defined as the
19 severe cutting back of trunk and/or limbs to stubs within the tree's crown
20 to such a degree so as to remove the normal canopy and disfigure the
21 tree. It shall be unlawful to intentionally damage, deface or attach any
22 rope, wire, nail, sign, poster, or any other manmade object to any tree
23 located in the public right-of-way.

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1 b. Removal of Trees. Removal of trees located near or within the
2 public right-of-way is the responsibility of the owner and is required in
3 the following circumstances:

4 i. When there is damage occurring to the surrounding
5 lawn, street, sidewalk, and/or curb.

6 ii. When a tree is damaged or sick or creating imminent
7 danger to persons or property.

8 iii. When a tree is infected by or harbors any injurious
9 fungus, insect or disease which constitutes a potential threat to
10 other trees within the city.

11 iv. When a tree by reason of its nature is or may become
12 injurious to sewers, electric power lines, gas lines, water lines,
13 or public improvements of any type.

14 v. Stumps of trees in the public right-of-way may remain
15 if they do not interfere with the integrity of saved trees, so long
16 as said stumps shall be removed to a depth of eight inches below
17 the level of the sidewalk, or if no sidewalk exists, eight inches
18 below the grade of the center line of the right-of-way. Stumps
19 shall be cut at ground level if removal of the stump or the cutting
20 of the stump below the surface shall have a harmful effect on any
21 saved tree or trees.

22 c. Interference with Street Lighting and Traffic Devices. Every
23 owner of any tree located in or overhanging any street or public right-

1 of-way within the City of Keizer shall prune all branches so that such
2 branches shall not:

3 i. Obstruct the view of any public or private intersection
4 pursuant to Keizer Zoning Ordinance Section 17.18.

5 ii. Obstruct the view of any traffic control device or sign.

6 iii. Severely obstruct the light from any streetlight.

7 iv. Protrude into the area thirteen (13) feet above the street
8 surface or eight (8) feet above the sidewalk surface.

9 d. Nuisance Declared. The City of Keizer hereby declares that all
10 trees described in subsections (b) and (c) above are deemed to be
11 nuisances and are subject to abatement.

12 e. Trees Exempted. Trees on or adjacent to public right-of-ways or
13 which are severely damaged by storms or other causes, or certain trees
14 under utility wires or other obstructions where other pruning practices are
15 impractical may be exempted from this ordinance at the determination of
16 the Keizer Public Works Department. Tree limbs that grow near high
17 voltage electrical wires and equipment shall be maintained clear of such
18 conductors by the electric utility company in compliance with any
19 applicable franchise agreements.

20 f. Planting Trees in Public Right-of-Way. Any tree removed from
21 the public right-of-way must be replaced with a new tree. It shall be
22 unlawful to plant any tree in the public right-of-way without first obtaining
23 written permission from the City of Keizer. Applications for

removal/planting of trees shall be combined into one form. No fee shall be charged for the permitting process. The trees listed below may be approved for planting in the right-of-way:

TREES

Latin Name

Common Name

Acer compestre	Hedge Maple
Acer grandidentatum	Rocky Mountain Glow Maple
Acer platanoides & var.	Norway Maple & Var.
Acer pseudoplatanus	Sycamore Maple
Acer rubrum & var.	Red Maple & Var.
Acer saccharum & var.	Sugar Maple & Var.
Betula jacquemontii	Jacquemontii Birch
Catalpa bignoniodes 'aurea'	Goldon Catalpa
Carpinus betulus 'fastigiata'	Columnar Hornbeam
Fagus sylvatica & var.	Beech & Var.
Fraxinus americana & var.	White Ash & Var.
Fraxinus oxycarpa 'raywood'	Raywood Ash
Fraxinus panmsylvanica & var.	Green Ash & Var.
Gleditsia triacanthos & var.	Thornless Honey Locust & Var.
Liquidambar styraciflua 'maraine'	Moraine Sweetgum
liriodendron tulipifera fastigiatum	Arnold Tuliptree
Platanus acerfolia & var.	London Plane Tree & Var.
Magnolia kobus	Kobus Magnolia
Prunus sargentii & Columnaris	Sargent Cherry
Prunus serrulata 'Kwanzan'	Kwanzan Cherry
Pyrus calleryana & var.	Flowering Pear & Var.
Quercus bicolor	Swamp White Oak
Quercus coccinea	Scarlet Oak
Quercus palustris	Pin Oak
Quercus robur & var.	English Oak & Var.
Quercus rubra	Red Oak
Quercus shumardii	Shumard Oak
Tilia cordata 'saalem'	Salem Linden
Ulmus parvifolia	Chinese Elm
Zelkova serrata 'green vase'	Green Vase Zelkova

Another variety of tree may be acceptable if approved by the City.

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1 g. Heritage Trees in the public right-of-way shall be regulated
2 pursuant to Section 4 of this Ordinance. This Section 2 (Trees in the
3 Public Right-of-Way) is not applicable to Heritage Trees.

4 Section 3. TREES LOCATED IN CITY PARKS OR ON MUNICIPALLY
5 OWNED PROPERTY.

6 a. Removal, Planting and Pruning of Trees. No person, other than
7 an employee of the City of Keizer acting at the direction of the Parks
8 Superintendent, or persons authorized by the City of Keizer, shall plant,
9 prune, otherwise cut, remove, or transplant any tree in any city park or
10 on any municipally owned property. The City of Keizer retains the right
11 to take any action it deems prudent with regard to any tree located in a
12 city park or on municipally-owned property.

13 b. Damaging Trees Unlawful. It shall be unlawful to intentionally
14 damage, deface, or attach any rope, wire, nail, sign, poster, or any other
15 manmade object to any tree located in a city park.

16 Section 4. HERITAGE TREES.

17 a. Designated Heritage Trees. Heritage Trees are those trees
18 designated by the City Council as such due to their location, size or age
19 of their species, botanical interest, commemorative plantings, or historical
20 significance. The trees may be designated by the City Council through
21 nominations from the general public.

22 b. Nomination for Designation. The nominations shall include the
23 following information:

- i. Type of tree.
- ii. Size of tree.
- iii. General location of tree.
- iv. Reason for nomination of tree.
- v. Written permission for the designation from the property owner where the tree is located.

City staff will review all nominations and send recommendations to the City Council.

c. Certificate of Designation. If a nominated tree is designated by the City Council as a Heritage Tree, the property owner will receive a certificate evidencing the designation. No fee shall be charged for the nomination/designation process.

d. Recorded Notice. After a tree has been officially designated as a Heritage Tree, the City shall cause the designation to be filed with the Marion County Recorder and made a part of the title record of the real property on which the tree is located in order to apprise future purchasers of the designation and accompanying restrictions.

e. Damage to Heritage Trees Unlawful. It shall be unlawful to cut down, prune or top a tree designated as a Heritage Tree without first obtaining written permission from the City of Keizer. It shall also be unlawful to intentionally damage, deface, or attach any rope, wire, nail, sign, poster, or any other manmade object to any Heritage Tree.

f. In the event the City desires to cut down, prune, or top a tree

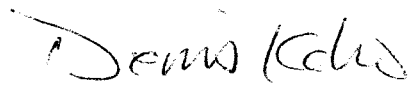
1 which has been designated as a Heritage Tree, and which is located in the
2 public right-of-way, the City shall provide the immediate property owner
3 with at least thirty (30) days prior written notice of its intent to do so.
4 The property owner shall then have the right to appeal the City's decision
5 to the City Council. If a Heritage Tree is located in the public right-of-
6 way and poses an imminent danger to persons or property, the City shall
7 have the right to cause or order the removal of said tree, or any part
8 thereof, without first providing the immediate property owner with written
9 notice and the property owner shall have no right to appeal.

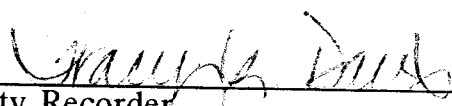
10 Section 5. REMEDIES. Violations of this Code are infractions, and the
11 responsible parties may be cited under the Keizer Civil Infraction Ordinance.
12 The Keizer Municipal Court may fine an individual who is found to have violated
13 this ordinance a fine not to exceed a maximum of \$500.00 per separate offense,
14 which shall include, but is not limited to, each tree removed or damaged in
15 violation of this Ordinance. In addition, the nuisance may be abated under
16 Keizer Nuisance Abatement Procedures, Ordinance No. 94-282. Pursuant to
17 such ordinance, the costs of nuisance abatement, including, but not limited to, the
18 costs of replacing trees shall be charged to the violator in addition to any fine
19 imposed. These procedures and/or remedies shall not prohibit in any way any
20 alternative remedies set out in city ordinances or state statutes intended to
21 alleviate ordinance violations. The remedies set forth herein are not exclusive,
22 but are in addition to any and all common law remedies for the abatement of
23 nuisances.

1 Section 6. EMERGENCY. This Ordinance being necessary for the
2 immediate preservation of the public health, safety, and welfare, an emergency
3 is declared to exist and this Ordinance shall take effect immediately upon its
4 passage.

5 PASSED this 7 day of August, 1995.

6 SIGNED this 7 day of August, 1995.

7
8 
Mayor

9
10 
City Recorder

11 4152COK2.005

Recd 8/23/16
92

From
Harlan & Linda Martin
301 Dennis Lane N
Keizer, OR 97303

August 17th 2016

To
Mark Akimoff
City of Keizer
930 Chemawa Rd NE
Keizer, OR 97303

Dear Mark,
It was a pleasure meeting you today and showing you our fabulous tree.
We would like you to help us designate our tree a Heritage Tree. We have
read Ordinance # 95-332.

Tree type - Giant Sequoia

Size Approx 100 ft tall

Location Our home address above (in the back yard)

Reason for nomination : Owners want to preserve the tree for it's beauty and
It's majesty.

This letter can be considered our written permission for the designation of a
Heritage Tree.

If you need anything else from us, please let us know. Telephone number is
503 400 0850.

Sincerely

Harlan and Linda Martin

Harlan Martin

Linda Martin





TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: TRACY L. DAVIS, MMC
CITY RECORDER**

**SUBJECT: PUBLIC HEARING – FORMING AND SPREADING ASSESSMENTS TO KEIZER
STATION CENTER AREA C STREET LIGHTING LOCAL IMPROVEMENT
DISTRICT**

ISSUE:

On April 18, 2016 the Keizer City Council adopted Resolution R2016-2668 Initiating Keizer Station Center Area C Street Lighting District and directing the City Engineer to make a survey and file a report. On September 6, 2016 the City Council approved the City Engineer's report and set a public hearing to consider remonstrances to the project and objections to the proposed assessments. Notice of public hearing stating the intention to form the district and to assess for the lighting improvements was mailed to the property owners as required under City of Keizer Ordinance 94-278.

FISCAL IMPACT:

The City initially pays the street lighting expense to the utility company as it is billed throughout the year. The operating cost of the lights is then billed to the property owners on an annual basis, thereby recovering the City's costs for bills paid throughout the year. In addition, the bills include the cost of the City Engineer's Report in the first year, and an administrative charge in the first and subsequent years to recover the City's cost for administering the lighting districts. All funds are budgeted through the Utility Fund.

RECOMMENDATION:

Open the public hearing to first consider oral objections and written remonstrances to formation of Keizer Station Center Area C Street Lighting Local Improvement District. If valid remonstrances of the owners of two-thirds of the land to be specially assessed for the lighting district are presented to the Council at the public hearing, close the hearing and suspend formation of the district for six months. If remonstrances are not received, close the public hearing and consider adoption of the Resolution forming the lighting district. If Council forms the district, consider adoption of the proposed assessment ordinance.

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City Recorder

A BILL FOR

AN ORDINANCE SPREADING ASSESSMENTS TO
KEIZER STATION CENTER AREA C STREET LIGHTING LOCAL
IMPROVEMENT DISTRICT

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

- a. The City Council did heretofore declare its intention to install street lights to serve an area known as Keizer Station Center Area C Street Lighting Local Improvement District which is described in Exhibit "A", attached hereto and by this reference made a part hereof, which includes the installation of twenty (20) 134-watt LED luminaries on a 35' heavy duty gray direct burial fiberglass pole with 6' aluminum mast arm located within the subject local improvement district, all in accordance with the City Engineer's Report for Keizer Station Center Area C Street Lighting Local Improvement District.
- b. The total initial estimated cost of Keizer Station Center Area C Street Lighting Local Improvement District is \$8,967.20.
- c. The per acre assessment formula was used for this district.
- d. The improvements in the district have been or will be constructed as provided in the Engineer's Report.
- e. Notice was duly mailed to the benefited property owners on September 19, 2016.
- f. A meeting of the City Council was held at the time and place fixed by public notice for the purpose of considering any such written objections to the proposed assessments.
- g. No written objections to the proposed assessments were filed.

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

NOW, THEREFORE, the City Council of the City of Keizer ordains as follows:

Section 2. ASSESSMENTS.

a. First Annual Assessment. It is hereby determined that the share of the cost of the improvements for Keizer Station Center Area C Street Lighting Local Improvement District for each parcel and property benefited thereby for the first annual assessment is the amount set opposite the description of each piece or parcel of land as described in Keizer Station Center Area C Street Lighting District Assessment Roll as set forth in Exhibit "B" attached, and that each piece or parcel of land benefited by the improvements, to the full extent of the amount so set opposite such piece or parcel and that the respective amounts represent the proportionate benefits of said improvements to said respective parcels of property, and the Council does hereby declare that each of the parcels of property described in Keizer Station Center Area C Street Lighting District Roll as set forth in Exhibit "B" attached is hereby assessed the first annual assessment amount set opposite each respective description.

i. Summary of first annual assessment costs for formation of the lighting district to serve the area known as "Keizer Station Center Area C Street Lighting Local Improvement District":

20 – Pole and 134 Watt Luminaries	\$5,467.20
Engineering Costs	\$2,500.00
Administrative Fee	<u>\$1,000.00</u>
Total Estimated Assessments	\$8,967.20

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

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

c. Mode of Collecting Assessments. Assessments for Keizer Station Center Area C Street Lighting Local Improvement District shall be collected pursuant to ORS 223.866.

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

PASSED this _____ day of _____, 2016.

SIGNED this _____ day of _____, 2016.

Mayor

City Recorder

Keizer Station Center Area C Boundary

Beginning at a 5/8" Iron Rod on the South right of way of Chemawa Road NE, being 95.51 feet, South 00°00'00" East of the NE Corner of the William P. Pugh Donation Land Claim No. 41, Located in the SW Quarter of Section 36, Township 6 South, Range 3 West, of the Willamette Meridian, City of Keizer, Marion County, Oregon; thence South 00°00'00" East 649.24 feet to a 5/8" Iron Rod; thence South 89°40'00" East 479.48 Feet to a 5/8" Iron Rod; thence North 00°17'00" West 277.33 feet to a 5/8" Iron Rod; thence South 89°40'00" East 109.23 feet to a 5/8" Iron Rod; thence North 00°17'00" West 30.00 feet to a 5/8" Iron Rod; thence South 89°40'00" East 583.44 feet to the West right of way of the Union Pacific Railroad; thence along said right of way North 00°13'00" West 1006.55 feet to the South right of way of way Lockhaven Drive NE; thence along said right of way the following six calls, 457.66 feet along a 1812.94 foot radius curve to the right (the chord of which bears North 78°11'24" West 456.44 feet); North 67°52'50" West 182.72 feet; 233.02 feet along a 758.51 foot radius curve to the left (the chord of which bears North 86°06'29" West 232.11 feet); South 79°36'26" West 164.81 feet; North 70°09'01" West 34.69 feet; 192.15 feet along a 1482.39 foot radius curve to the right (the chord of which bears South 80°48'44" West 192.02 feet) to the East right of way of McLeod lane; thence along said right of way the following two calls South 05°28'27" East 28.56 feet; South 37°12'02" East 258.86 feet; thence South 52°21'34" West 297.32 feet; thence South 40°49'35" East 366.70 feet to the South right of way of Chemawa Road NE; thence along said right of way South 46°27'58" West 135.75 feet to the Point of Beginning and containing 32.908 acres more or less.

KEIZER STATION CENTER AREA C STREET LIGHTING LOCAL IMPROVEMENT DISTRICT

Preliminary Assessment Roll

Date: 18-Aug-16

Assessor's Map No. 063W36CA

TAX LOT	OWNER	ADDRESS	ACRES	1st Year	Add. Years
				COST	COST
200	SM3KZR LLC	PO BOX 970 MEDFORD, OR 97501	0.95	\$264.32	\$161.15
300	SM3KZR LLC	PO BOX 970 MEDFORD, OR 97501	0.60	\$166.94	\$101.78
400	PERMANENT I LLC	PO BOX 970 MEDFORD, OR 97501	0.44	\$122.42	\$74.64
500	KS COMMERCIAL LLC	3425 BOONE RD SE SALEM, OR 97317	1.60	\$445.17	\$271.41
600	KS COMMERCIAL LLC	3425 BOONE RD SE SALEM, OR 97317	0.13	\$36.17	\$22.05
700	KS COMMERCIAL LLC	3425 BOONE RD SE SALEM, OR 97317	0.40	\$111.29	\$67.85
900	DECKARD, JEFFREY & DECKARD, TERESA	5401 RIDGE DR NE KEIZER, OR 97303	0.21	\$58.43	\$35.62
1000	KEIZER CHURCH OF CHRIST	575 MOROSGO DR ATLANTA, GA 30324	3.86	\$1,073.97	\$654.77
1300	E-VILLAGE LLC	PO BOX 2087 SALEM, OR 97308	0.25	\$69.56	\$42.41
1400	E-VILLAGE LLC	PO BOX 2087 SALEM, OR 97308	0.25	\$69.56	\$42.41
1500	E-VILLAGE LLC	PO BOX 2087 SALEM, OR 97308	0.33	\$91.82	\$55.98
1700	YARBROUGH, JACK R	PO BOX 20756 KEIZER, OR 97307	0.28	\$77.90	\$47.50
1800	YARBROUGH, JACK R	PO BOX 20756 KEIZER, OR 97307	0.28	\$77.90	\$47.50
1900	YARBROUGH, JACK R	PO BOX 20756 KEIZER, OR 97307	0.16	\$44.52	\$27.14
2000	SM3KZR LLC	PO BOX 970 MEDFORD, OR 97501	0.32	\$89.03	\$54.28
2100	BOWEN ENTERPRISES INC	605 PORTLAND AV #220 GLADSTONE, OR 97027	0.37	\$102.95	\$62.76
2200	BOWEN ENTERPRISES INC	605 PORTLAND AV #220 GLADSTONE, OR 97027	0.25	\$69.56	\$42.41
2300	BOWEN ENTERPRISES INC	605 PORTLAND AV #220 GLADSTONE, OR 97027	0.25	\$69.56	\$42.41
2400	E-VILLAGE LLC	PO BOX 2087 SALEM, OR 97308	0.21	\$58.43	\$35.62
2700	CREATIVE INVESTORS LLC	PO BOX 534 BEAVERTON, OR 97075	0.57	\$158.59	\$96.69
2800	E-VILLAGE LLC	PO BOX 2087 SALEM, OR 97308	0.48	\$133.55	\$81.42
3000	CITY OF KEIZER	PO BOX 21000 KEIZER, OR 97307	0.31	\$86.25	\$52.59
3100	NORTH PACIFIC TR & BATZER, JOHN E TRE	190 N ROSS LN MEDFORD, OR 97501	0.21	\$58.43	\$35.62
3200	CITY OF KEIZER	PO BOX 21000 KEIZER, OR 97307	0.50	\$139.12	\$84.82

August 18, 2016

Assessor's Map No. 063W36CA

TAX LOT	OWNER	ADDRESS	ACRES	COST	COST
3300	CITY OF KEIZER	PO BOX 21000 KEIZER, OR 97307	0.35	\$97.38	\$59.37
3400	CITY OF KEIZER	PO BOX 21000 KEIZER, OR 97307	0.28	\$77.90	\$47.50
3500	CITY OF KEIZER	PO BOX 21000 KEIZER, OR 97307	0.10	\$27.82	\$16.96
3501	NORTHWEST NATIONAL LLC	PO BOX 2087 SALEM, OR 97308	0.21	\$58.43	\$35.62
3600	MWIC KEIZER LLC	3425 BOONE RD SE SALEM, OR 97317	4.93	\$1,371.67	\$836.28
3700	KS COMMERCIAL LLC	3425 BOONE RD SE SALEM, OR 97317	1.85	\$514.73	\$313.82

Assessor's Map No. 063W36CB

TAX LOT	OWNER	ADDRESS	ACRES	COST	COST
100	AYALA, MILDRED E	5660 MCLEOD LN NE KEIZER, OR 97303	0.23	\$63.99	\$39.01
200	SM3KZR LLC	PO BOX 970 MEDFORD, OR 97501	1.56	\$434.04	\$264.62
300	CITY OF KEIZER	PO BOX 21000 KEIZER, OR 97307	0.04	\$11.13	\$6.79
400	ERIC M SHREWSBURY JR RLT & SHREWSBURY, ERIC M JR TRE	5615 MCLEOD LN NE KEIZER, OR 97303	0.38	\$105.73	\$64.46
402	SINGH, JUSTINDER BHATIA & SINGH, ALICIA	1057 E IMPERIAL HY #324 PLACENTIA, CA 92870	0.45	\$125.20	\$76.33
403	SINGH, ALICIA & SINGH, JUSTINDER	2045 CHEMAWA RD NE KEIZER, OR 97303	0.68	\$189.20	\$115.35
9100	MWIC KEIZER LLC	3425 BOONE RD SE SALEM, OR 97317	3.48	\$968.24	\$590.31
9200	MWSH KEIZER LLC	3425 BOONE RD SE SALEM, OR 97317	4.48	\$1,246.47	\$759.94

CITY COUNCIL MEETING: October 3, 2016

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: AUTHORIZING DISPOSITION OF UNCLAIMED FOUND
PERSONAL PROPERTY**

Personal property that is found by citizens, employees and guests are oftentimes surrendered to the City. The City has been storing this unclaimed personal property since 2009. The City is now at a point where the storage space available for storing this property is full.

State law has procedures for unclaimed property that is valued over \$250. City Ordinance has procedures for City-owned surplus property. Neither of those procedures address the unclaimed found personal property currently being stored by the City.

The majority of the unclaimed found personal property currently being stored by the City is clothing, glasses, cell phones, keys, etc. Staff believes that none of the property stored has a value over \$250. Therefore, staff is recommending that the Council authorize disposal of any unclaimed found personal property that was surrendered to the City prior to March 31, 2016 be disposed of in any manner that is reasonable at the City Manager's or designee's discretion. The thought is that items lost over six months ago are not items the owners are likely to still be looking for.

RECOMMENDATION:

Adopt the attached Resolution authorizing disposition of unclaimed found personal property.

Please contact me if you have any questions in this regard. Thank you.

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2016-_____

AUTHORIZING DISPOSITION OF UNCLAIMED
FOUND PERSONAL PROPERTY

WHEREAS, found personal property is surrendered to the City by citizens and employees;

WHEREAS, City has been storing unclaimed found personal property since 2009;

WHEREAS, the City has limited storage space available for unclaimed found personal property;

WHEREAS, state law has procedures for unclaimed property that is valued at over \$250.00;

WHEREAS, Ordinance No. 2008-579 has a procedure for disposal of City-owned surplus property, but does not address unclaimed found personal property;

WHEREAS, the majority of the unclaimed found property surrendered to the City is clothing, glasses, cell phones, keys, and other personal property;

WHEREAS, City believes that the unclaimed found property surrendered to the City does not have a value over \$250.00;

WHEREAS, staff has recommended the disposal of any unclaimed found personal property surrendered to the City prior to March 31, 2016;

NOW, THEREFORE,

1 BE IT RESOLVED that all unclaimed found personal property surrendered to the City
2 prior to March 31, 2016 shall be disposed of in any manner that is reasonable at the City
3 Manager's or designee's discretion.

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

6 PASSED this _____ day of _____, 2016.

7

8 SIGNED this _____ day of _____, 2016.

9

10

11

Mayor

12

13

14

City Recorder

CITY COUNCIL MEETING: October 3, 2016

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: OREGON PARKS AND RECREATION DEPARTMENT GRANT
FOR BIG TOY PHASE 2 PROJECT**

The City applied for a grant from the Oregon Parks and Recreation Department to add paved pathways, an ADA restroom, and a disability-friendly rubber fall surface at the Big Toy playground at Keizer Rapids Park. The Oregon Parks and Recreation Department has approved the grant and wishes to award it to the City. This grant requires a match of \$556,800 of which \$506,800 is in the form of land costs already contributed. The remaining \$50,000 is to be paid from the Parks Improvement Fund.

The Oregon Parks and Recreation Department has prepared an agreement and it is attached for your consideration.

RECOMMENDATION:

Adopt the attached Resolution authorizing the City Manager to sign the Local Government Grant Program Agreement for the Keizer Rapids Park Big Toy Phase 2 project.

Please contact me if you have any questions in this regard. Thank you.

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2016-_____

AUTHORIZING CITY MANAGER TO SIGN OREGON PARKS AND
RECREATION DEPARTMENT LOCAL GOVERNMENT GRANT
PROGRAM AGREEMENT FOR KEIZER RAPIDS PARK BIG TOY
PHASE 2 PROJECT

WHEREAS, the City of Keizer has applied for a grant from the Oregon Parks and
Recreation Department to add paved pathways, an ADA restroom, and a disability-
friendly rubber fall surface at the Big Toy playground at Keizer Rapids Park;

WHEREAS, the Oregon Parks and Recreation Department has approved the grant
and wishes to award it to the City;

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

WHEREAS, the Oregon Parks and Recreation Department and the City wish to
enter into the attached Local Government Grant Program Agreement;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City
Manager is authorized to sign the attached Oregon Parks and Recreation Department
Local Government Grant Program Agreement for the Keizer Rapids Park Big Toy Phase
2 project.

1 BE IT FURTHER RESOLVED that the City Manager is directed and authorized
2 to take all action necessary and appropriate in connection with such Local Government
3 Grant Program Agreement within the normal budgetary constraints of the City of Keizer.

4 BE IT FURTHER RESOLVED that the matching funds shall be paid out of the
5 Park Improvement Fund.

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

8 PASSED this _____ day of _____, 2016.

9

10 SIGNED this _____ day of _____, 2016.

11

12

13

14

Mayor

15

16

17

City Recorder

Oregon Parks and Recreation Department

Local Government Grant Program Agreement

THIS AGREEMENT ("Agreement") is made and entered into by and between the State of Oregon, acting by and through its Oregon Parks and Recreation Department, hereinafter referred to as "OPRD" or the "State" and the **City of Keizer**, hereinafter referred to as the "Grantee".

OPRD Grant Number: LG16-017

Project Title: Big Toy Phase 2

Project Type (purpose): Rehabilitation

Project Description: The project will add paved pathways, an ADA restroom, and a disability-friendly rubber fall surface at the Big Toy playground at Keizer Rapids Park in Keizer, Oregon. The Project is further described in the Application included as Attachment B.

Grant Funds /

Maximum Reimbursement: \$434,140 (43.81%)

Grantee Match Participation: \$556,800 (56.19%)

Total Project Cost: \$990,940

Grant Payments: Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in the Agreement, and the original Application included as Attachment B. To request reimbursement, Grantee shall submit a State supplied Request for Reimbursement form, copies of project invoices, and documentation confirming project invoices have been paid. In addition to the final reimbursement requested upon completion of the Project, Grantee may request mid-Project reimbursement, as often as quarterly, for costs accrued to date. Advance payments may be provided under hardship conditions.

Reimbursement Procedures: Based on the estimated Project Cost of **\$990,940**, and the Grantee's Match participation rate of **56.19%**, **the reimbursement rate will be 43.81%**. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **43.81%** of the total cost of the Project, whichever is less.

Matching Funds: The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, or land, which are shown as eligible match in the rules, policies and guidelines for the Local Government Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

Retention: OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project and the Final Report substantially in the form of Attachment C.

Progress Reports: Grantee shall submit written Progress Reports on forms provided by the State with each reimbursement request, or at a minimum, Progress Reports shall be submitted at six month intervals, starting from the effective date of the Agreement.

Agreement Period: The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **October 31, 2018**. This Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

Project Sign: When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the Project.

Agreement Documents: Included as part of this Agreement are:

- Attachment A: Standard Terms and Conditions
- Attachment B: Project Application including Description and Budget
- Attachment C: Sample Progress Report form
- Attachment D: Sample Request for Reimbursement form including guidelines
- Attachment E: Project Boundary

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment B; Attachment C; Attachment D; Attachment E.

Contact Information: A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator

Bill Lawyer
City of Keizer
P.O Box 21000
Keizer, OR 97307
503-856-3555
lawyerb@keizer.org

Grantee Billing Contact

Tim Woods
City of Keizer
P.O Box 21000
Keizer, OR 97307
503-856-3413
woodt@keizer.org

OPRD Contact

Mark Cowan, Coordinator
Oregon Parks & Rec. Dept.
725 Summer ST NE STE C
Salem, OR 97301
503-986-0591
mark.cowan@oregon.gov

Signatures: In witness thereof, the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

GRANTEE

By: _____
Signature

Printed Name

Title

Date

Oregon Department of Justice (ODOJ) approved
for legal sufficiency for grants exceeding \$150,000:

By: AAG Marvin D. Fjordbeck
ODOJ Signature or Authorization

Printed Name/Title

by e-mail on August 29, 2016
Date

STATE OF OREGON

**Acting By and Through Its
OREGON PARKS AND RECREATION DEPT.**

By: _____
Tracy Loudon, Business and Tech. Solutions Administrator

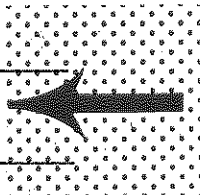
Date

By: _____
Jan Hunt, Grants Section Manager

Date

By: _____
Mark Cowan, Grant Program Coordinator

Date



Attachment A – Standard Terms and Conditions

Oregon Parks and Recreation Department Local Government Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR chapter 736, Division 6 (the Local Government Grant Program administrative rules).
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates, or until all audits initiated within four years have been completed, whichever is later. The Grantee agrees to allow Oregon Secretary of State auditors, and State agency staff, access to all records related to this Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **Equipment:** Equipment purchased with Local Government Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the Local Government Grant Program.
6. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in Attachment ~~the Application (Attachment B)~~ shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. Leases for projects placed on federally owned property must be at least 25 years.

Land acquired using Local Government Grant funds shall be dedicated, by an instrument recorded in the county records, for recreational use in perpetuity, unless OPRD or a successor agency, consents to removal of the dedication.

7. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means, the Grantee must provide replacement property acceptable to OPRD within 24 months of either the conversion or the discovery of the conversion.

If replacement property cannot be obtained within the 24 months, the Grantee will provide payment of the grant program's prorated share of the current fair market value to the State. The prorated share is that percentage of the original grant (plus any amendments) as compared to the original project cost(s). The replacement property must be equal to the current fair market value of the converted

property, as determined by an appraisal. The recreation utility of the replacement property must also be equal to that of the lands converted or disposed.

If conversion should occur through processes outside of the Grantee's control such as condemnation or road replacement or realignment, the Grantee will be required to pass through to the State that prorated share of whatever consideration is provided to the Grantee by the entity that caused the conversion. The monetary value of whatever consideration provided by the taking will normally consist of the fair market value of the property established by an appraisal.

The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that

the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

9. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement.
10. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
11. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
12. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
13. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
14. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Attachment B

Grant Application for

Big Toy Phase II

Contact

Application Type: REHABILITATION:

Applicant Agency:

City of Keizer

First Name:

Nate

Last Name:

Brown

Title:

Community Development Director

Address 1:

P.O Box 21000

Address 2:

City:

Keizer

State:

Oregon

Zip Code:

97307-1000

Contact Phone:

5038563437

Contact Fax:

5033939437

Contact Email:

Brownn@keizer.org

Federal Tax ID:

93-0836902

Project

Project Name:

Big Toy Phase II

Site Name:

Keizer Rapids Park

Site City / Town / Area:

Keizer

Site County:

Marion

Funds Requested:

\$434,140.00

Matching Funds:

\$556,800.00

Total Cost:

\$990,940.00

Percent of Grant:

0.4400000000000000

Percent of Match:

0.5600000000000000

Brief Project Description (40 word limit):

The BIG TOY, a 15,000 square foot playground within Keizer Rapid Parks (which serves the region), was volunteer-constructed last summer. Phase II adds improvements, especially for individuals with disabilities, including paved pathways, ADA restroom, adaptive elements, and a disability-friendly rubber surface replacing wood chips.

Projected Start Date:

9/16

Projected End Date:

6/16

Site Description:

Keizer Rapids Park is adjacent to a sweeping, scenic bend in the Willamette River; Oregon's only American Heritage River. More than four miles of developed trails—both hard (1.3 miles) and soft (2.74 miles)—wind through active and natural areas. In addition to trails and bike paths, amenities include a dog park, amphitheater, river access via a Marine Board-funded boat ramp/dock, disc golf course, three regulation sand volleyball courts, and, since June 2015, the BIG TOY playground.

Latitude:

44.9953300000000003

Longitude:

-123.0544810000000000

Township, Range & Section:

7s 3w sec4

Site Acreage:

14.00

Land Control:

Fee Simple

Supplemental

A. PROJECT NARRATIVE (Please limit all answers to 400 words or less.):

1. Describe all elements of the project, project objectives, and the need for assistance.

Describe who will do the work and who will provide supervision. :

The BIG TOY at Keizer Rapids Park is a City of Keizer-Marion County joint project, with the goal to increase access and enjoyment for all park users—especially benefitting individuals with disabilities. OPRD funding will achieve this goal by: (1) replacing the donated wood chips surface with a poured-in-place rubberized surface providing fall protection and accessibility for children with disabilities and parents/caregivers/visitors using wheelchairs and walkers; (2) adding adaptive elements, such as grab bars, to various BIG TOY individual components;; (3) constructing ADA restrooms that include a family restroom and full septic system, and (4) developing 2,000 feet of paved pathways to enhance playground accessibility. Keizer Rapids Park is adjacent to a sweeping, scenic bend in the Willamette River; Oregon's only American Heritage River. More than four miles of developed trails—both hard (1.3 miles) and soft (2.74 miles)—wind through active and natural areas. In addition to trails and bike paths, amenities include a dog park, amphitheater, river access via a Marine Board-funded boat ramp/dock, disc golf course, three regulation sand volleyball courts, and, since June 2015, the BIG TOY playground. The need for park land at this locale was identified as early as the 1970's by Keizer and Marion County. In 2006, the park was adopted into Keizer's Parks and Recreation Master Plan, amended in 2014 for the BIG TOY, and also included in Marion County's 2010 Parks Master Plan. In 2014 the UGB was expanded to encompass 58 acres of city-purchased private property, later annexed into the city. Combined with leased OPRD property (99 year lease), the park now offers 150 acres of natural beauty. The BIG TOY was constructed by 800 (unduplicated) volunteers contributing 5,300 hours, overseen by a volunteer project manager recently named Keizer's First Citizen. The fundraising committee garnered \$319,000 (\$296,000 in cash) from grants, donations, picket sales, and construction materials. Hundreds of school children added design input, accompanying a community design charrette. The need for improved disability access was identified by leaders, consultants, and community members at the park's outset. However, the rubberized surface cost was beyond Phase 1 budget parameters. Accessibility plans were recently augmented by Marion County's Intellectual and Developmental Disabilities Committee, engaging parents, people with disabilities, and professional expertise. The City of Keizer will be the contract/fiscal agent, soliciting bids and contracts and supervising all aspects of construction. Chris Eppley, City Manager, is responsible for the overall project with Public Works Director Bill Lawyer overseeing construction.

2. Describe any new facilities to be constructed, existing facilities which are to be renovated, removed or demolished. Describe present development on the site and how the proposed project fits in with future development. :

The BIG TOY playground was constructed under direction of consultants hired and qualified under Request for Proposals process conducted by City of Keizer. Leathers & Associates brought technical expertise and 40 years experience facilitating 3,000 "community builds" in every U.S. state and seven nations. The BIG TOY playground is the focus of this project. Following new facilities will be constructed or renovated in Phase 2: a. Playground Surface. Remove existing playground wood chip surface and replace with rubberized fall protection surface to improve safety and disability access, and reduce maintenance costs. b. Paved Paths. Construct accessible paths connect neighborhood to the east, and Chemawa Road to the north. An existing short gravel path will be upgraded as described in rehabilitation section B(a). c. ADA Restrooms. Fully accessible, plumbed restrooms will be constructed with family restrooms, men's and women's restrooms, and

storage area for cleaning supplies. Restrooms were designed after undertaking an intentional outreach effort and receiving input from the disability community including parents, caregivers, and disability case workers. Family units were added because of their input and requested by the Marion County Intellectual and Developmental Disabilities Committee. A septic system will be constructed to accommodate restrooms. Currently porta-potties serve the BIG TOY playground. The restrooms will also serve visitors to the north area of the existing park which encompasses future park improvements as described below. d. Adaptive Equipment. Purchased equipment will be added to existing components in the playground. Adding grab bars will allow children with disabilities to balance as they step, or pull themselves up to components. The park encompasses approximately 150 acres. Keizer's adopted master plan identifies future improvements in the park including sports fields, education center, nature interpretive areas, and support facilities. Already developed: a large dog park for both small and large dogs, amphitheater, Marine Board funded boat ramp/dock, disc golf course, four plus miles of paved and natural paths, regulation sand volleyball courts, and the BIG TOY playground. Phase 2 of the BIG TOY project fits with future development because it makes playground features more fully accessible for children and parents/caregivers with disabilities and better utilized by an even greater number of individuals in the region. Bicyclists using the statewide scenic bikeways map will have access to restroom amenities. The restrooms, which will be ADA accessible and include a family restroom, are centrally located to serve both the existing play area and future improvements.

B. CONSISTENCY With STATEWIDE PRIORITIES - SCORP Criteria (0-20 points) :

To what extent does the project address ONE OR MORE of the following FOUR (1-4) priorities identified in the 2013-2017 SCORP? :

1. MAJOR REHABILITATION projects involve the restoration or partial reconstruction of eligible recreation areas and facilities. If the project includes major rehabilitation, please check all that apply: :

the recreation area or facility does not meet access requirements of the Americans with Disabilities Act,

a) Please list the specific facilities that are in need of rehabilitation. Upload photos in the Attachments tab showing the facilities in need of rehabilitation. :

RESTROOMS. Permanent restrooms will be built to meet or exceed ADA standards. They will also include "Family Units". Grab bars at appropriate locations on the play structures are another significant component that will be included in this project request. PATHWAYS. New pathways will be constructed to exceed ADA standards. The existing gravel pathways which are now compacted gravel will be lengthened and improved for individuals with limited mobility. RUBBER SURFACE. The existing playground surface of wood chips will be removed and replaced with an engineered rubberized fall protection surface to improve safety and disability access and to reduce maintenance costs.

b) If only part of the project is rehabilitation, approximately what percentage of the project is rehabilitation? :

80%

2. NON-MOTORIZED TRAIL CONNECTIVITY. Trail connectivity involves linking urban trails to outlying Federal trail systems; linking neighborhood, community and regional trails; connecting community parks and other recreational public facilities; connecting parks to

supporting services and facilities; connecting neighboring communities; and providing alternative transportation routes. To what extent does the project address non-motorized trail connectivity? :

The proposed trail development along the eastern side of the project site will link the surrounding community to the BIG TOY and will contribute to connecting park users to the balance of park areas, including the Willamette River and the park's natural areas. It safely moves area parents/caregivers and children off Chemawa Road and into the park area at an access point prior to the vehicle access area. The trail addition will enhance more than four miles of existing trails in Keizer Rapids Park. The inclusion of a restroom facility in close proximity to the Scenic Bikeways Willamette Trail would accomplish program goals for the scenic bikeways program in this area. The need for non-motorized trail connectivity is identified within: • Scenic Regional Bike Path - 2016-2025 Oregon Statewide Recreational Trail Plan • Keizer City Bike Path System • Keizer City Parks Master Plan • Local Transportation System Plan

3. ACTIVE PARTICIPATION projects support or provide a base for individual active participation. 'Active' means those forms of recreation that rely predominantly on human muscles and includes walking, sports of all kinds, bicycling, running, and other activities that help people achieve currently accepted recommendations for physical activity. To what extent does the project support or improve access to individual active participation? :

This statewide priority is met by encouraging children and parents/caregivers to walk, run, or bike to the park and have safe access on the proposed trail development and then will be able to utilize the different play areas offered within the park. The ADA restrooms with family units, rubberized surface, grab bars and trail accessibility will serve the needs of more residents within the region. The Keizer BIG TOY is a state-of-the art play area, complete with thematic structures reflecting local culture and history. Components include a bouncy bridge, "Volcanoes" climbing slide, fire trucks with misters, "Smith Rock" climbing wall, and various swing types. It is estimated that 2,000 children and adults will visit the park each month and benefit from outdoor, physical activity through the play area and other park amenities that encourage movement and outdoor enjoyment. This project enhances the development of an active recreational facility by providing better access and services to a park that is Close to Home (within Keizer's UGB). Providing active recreation is also a primary objective of both Keizer and Marion County park master plans.

4. SUSTAINABILITY. To what extent does the project address sustainability recommendations for OPRD-administered grant programs? Please see Chapter Seven (pages 115-117) of the SCORP for sustainability recommendations for land acquisition, new facility development, major rehabilitation, and trail projects. :

Goal 1)A: Reduce energy demand. • Improve Vehicle Efficiencies, Reduce Vehicle Use
IMPROVEMENT: • Adding trail along east side to the BIG TOY playground encourages walking, running, and bike access instead of motorized vehicle access. Connection of non-motorized trail access from adjacent neighborhood reduces vehicles in transportation system accessing the park.
Goal 1)G. Reduction of Material Resources; Purchasing Environmentally Preferred Products
IMPROVEMENT: • Resilient surface installed within the BIG TOY playground will be recycled materials. Goal 2)A: Sustainable Communities Improve Neighborhood and Community Livability
PROJECT IMPROVEMENT: • Additional trails develops, maintains, and improves park access and encourages and develops social interaction for individuals with disabilities and entire community. • Developing park's trail provides bicycle and pedestrian linkages with other public spaces including schools and surrounding neighborhoods. Goal 2)B. Improve Health and Wellness
IMPROVEMENT: • Access to the BIG TOY playground contributes to public's health, fitness and reduces obesity levels by expanding opportunities and activities for outdoor physical fitness. • Providing resilient surface encourages playground use by users with limited mobility issues. Goal 2)C. Improve/Expand Public Involvement
IMPROVEMENT: • City of Keizer worked hard soliciting

public involvement and developing volunteer opportunities so public could be involved in protecting, maintaining, and enhancing the natural and open spaces of Keizer Rapids Park (documented elsewhere) and will continue to do so. Goal 3: Develop Financially Sustainable Parks, Open Space Areas and Recreational Facilities. A. Ensure Long-Term Maintenance of Parks • Develop administrative, fiscal, programmatic resources, and financial forecasting to ensure on-going, long-term maintenance/management of publically owned parklands/facilities. • Plan for sustainable site maintenance prior to the development of new or renovated sites. • Recognize/document/share accomplishments of sustainability efforts in use, cost savings, and degree of public involvement with public officials and Oregon residents. City of Keizer is committed to long-term maintenance of everything within Keizer Rapids Park and consistently dedicated funds within annual budget for maintenance. Replacing wood chips with more durable rubberized fall surface will reduce maintenance costs. Development of the BIG TOY and other elements within park created extensive public participation and involvement and will continue because it's a reflection of Keizer's renowned spirit of volunteerism. Involvement with public officials is evidenced by the current joint application with City of Keizer and Marion County. Because Keizer Rapids Park is designated as a Regional Park, many public officials have been involved (see support letters from public officials and their participation from its inception).

C. LOCAL NEEDS AND BENEFITS - SCORP Criteria (0-30 points):

1. A map clearly identifying the project location and UGB or unincorporated community boundary or Tribal community boundary drawn on it must be uploaded in the attachments section of this application. Is your project in a CLOSE-TO-HOME area (located within an urban growth boundary (UGB), unincorporated community boundary, or a Tribal Community) or in a DISPERSED AREA (located outside of these boundaries)? :
CLOSE-TO-HOME

2. Please identify how the project satisfies county-level needs by using priorities identified in one of the following local public planning processes. See SCORP Chapter 5, Pgs 86-102 for specific county priorities. :

a) Public Recreation Provider Identified Need - Does the project satisfy county-level needs identified by the Public Recreation Provider Survey beginning on page 86 in the SCORP? If so, enter which priority or priorities are identified for the project county. Please use either the Close-to-Home Priorities or Dispersed Area Priorities, not both. :

Priorities identified in 2013-2017 SCORP: Specific items were rated using a 5-point Likert scale (1=Lowest priority need to 5=Highest priority need). Close to Home Priorities Children's playgrounds 3.6 Dispersed-Area Priorities Public restroom facilities 3.7 Oregon Resident Survey Public access sites to waterways 3.5 Off-street bicycle trails and pathways 3.3 Nature and wildlife viewing areas 3.4 Paved / hard surface walking trails and paths 3.0 • Marion County Need Close to Home Priorities Public restrooms 3.9 Children's playgrounds 3.8 Trails connecting communities / parks 3.7

b) Oregon Resident Identified Need - Does the priority project satisfy county-level need identified by the Oregon Resident Survey beginning on page 86 in the SCORP? If so, enter which priority or priorities are identified for the project county. :

Specific items were rated using a 5-point Likert scale (1=Lowest priority need to 5=Highest priority need). Oregon Resident Survey Public access sites to waterways 3.4 Off-street bicycle trails and pathways 3.2 Paved / hard surface walking trails and paths 3.2 Nature and other wildlife viewing

areas 3.2

c) Local Planning -To what extent does the project satisfy priority needs, as identified in a current local planning document (park and recreation master plan, city or county comprehensive plan, trails master plan, transportation system plan or bicycle and pedestrian plan)? :

The City of Keizer Parks & Recreation Master Plan (2008) identified West Keizer as an "underserved" area, and as an area in "highest need for playgrounds" (page 3.13 "Children's Play Areas"). The Keizer Rapids Park Master Plan described the need for a play area for toddlers and older children, which was also identified among the top priorities of personal and community importance by a resident survey of needed park amenities described in the next item. The Keizer Parks Master Plan was updated in 2014 and again in 2016. In that plan, City of Keizer anticipated allocating \$2.4 million in System Development Charges for Keizer Rapids Park over the next ten years. Exhibit C of the Master Plan identified the proposed paths and restrooms associated with the BIG TOY playground.

d) Public Involvement Effort - If the project is not included in a current local planning document, describe the public involvement effort that led to the identification of the priority project including citizen involvement through public workshops, public meetings, surveys, and local citizen advisory committees during the project's planning process.:

During Keizer Rapids Park's inception, a task force conducted extensive public outreach. To gauge residents' views, City of Keizer mailed surveys to more than 10,000 households, with 1,567 surveys returned. Surveys were also distributed at the Iris Festival and Marion County Fair, and posted on the city's website. Respondents ranked 36 activities for personal use and community importance. Playgrounds ranked 10th for Personal Use (69% of respondents would use them), and 6th for Community Importance (91% respondents saw them as important). Only basic amenities (trails, access, picnic tables, lawns) ranked higher – understandable given that the park was undeveloped at that time. The park design was created through a Design Charrette that involved hundreds of residents, organized with assistance from the National Park Service and Bureau of Land Management. The planning of Keizer Rapids Park generated extensive public attention from individuals and organizations who later participated in numerous public hearings and task force meetings. In addition to this initial public involvement effort and the inclusion of the BIG TOY playground in the Keizer Parks and Recreation Master Plan, a large and more recent effort was made to involve the public in the specific design of the BIG TOY. In November 2013, Salem-Keizer elementary students drew and submitted drawings of their "ideal playground," and consultants from Leathers & Associates met with children in elementary classrooms to hear their ideas. The resultant preliminary concept design was then presented to an overflow standing-room-only audience of 500 parents and cheering children at Keizer City Hall during an evening "reveal." Since that time, more than a hundred volunteers engaged in planning the September 2015 community build event. A Community Build Task Force, with representatives from Keizer and Marion County, was created to oversee play area design, recruit and organize volunteers for the construction event, and raise funds in coordination with Keizer Parks Foundation. The week long Community Build event involved 800 (unduplicated) volunteers contributing 5,300 hours of labor. Overall, project planning and construction generated more than 10,000 volunteer hours.

D. LONG TERM COMMITMENT TO MAINTENANCE – SCORP Criteria (0-15 points):

1. How will the project's future maintenance be funded? Please include specific maintenance funding sources such as tax levies, fee increases, and other funding sources which will be used. A Resolution to Apply submitted with this application should address

funding for on-going operation and maintenance for this project. :

The City of Keizer has been a responsible caretaker of its parks over the years. The development of Keizer Rapids Park demonstrates the city's commitment to this maintenance in the upkeep and improvement of its facilities. This has been done with funds from the general fund which are dedicated to the maintenance of parks, an active and committed volunteer force, committed staff, an on-site park caretaker, and an engaged City Council anxious to ensure the success of this city/regional asset. This same level of commitment will be applied to these important improvements. See Resolution to Apply.

2. How much do you expect to spend annually or how many staff hours will be needed to maintain the completed project?:

Maintenance of Keizer Rapids Park will be completed by the City of Keizer. It is estimated that approximately \$2,500 each year will be expended for replacement/repair in event of vandalism and/or wear and tear on the restroom facilities. Ongoing maintenance of the restrooms will require an addition of approximately 5 hours/week to existing staff support, which will be allocated in the city's ongoing budget. It is estimated that an average of 24 hours per year would be expended to inspect and perform minor maintenance of the play surface. The new surface under the BIG TOY and improved paths will actually reduce costs and man-hours needed for maintenance over the existing bark-chip surface and gravel paths.

3. Do you have partnerships with other agencies or volunteer maintenance? Provide documentation such as letters of support from volunteer organizations, cooperative agreements, donations, or signed memoranda of understanding to demonstrate commitment to maintenance. :

Keizer is a close-knit community with many volunteers participating in community events and projects. The City of Keizer will continue to foster those relationships to include volunteer assistance in the policing and maintenance of these facilities. Initial discussions with the West Keizer Neighborhood Association have already taken place. The association has submitted a letter of support for this project.

E. OVERALL SITE SUITABILITY (0-10 points):

1. To what extent is the site suitable for the proposed development? :

The park is situated on 150 acres along the Willamette River and encompasses a range of areas from riparian, natural, and active park use areas. The BIG TOY playground is located in the active area on the most recently acquired parcel. The proposed project will connect the newly constructed play area to the adjacent neighborhood and to Chemawa Road--the major arterial transportation corridor which serves this area and the park. This proposal is central to the adopted park master plan and will serve athletic fields, and other improvements in the immediate vicinity. Incorporating accessibility into the central part of the park would be a huge benefit to everyone.

2. Also describe the extent to which the site or project design minimizes negative impacts on the environment and surrounding neighborhood and integrates sustainable elements. :

The location of the BIG TOY is central to the park area and approximately 450 feet away from the neighborhood to the east. The neighborhood association has repeatedly advocated for better connections from the neighborhood to park facilities. Providing non-motorized pathways to Chemawa Road and the many homes on the east boundary of the park will provide positive encouragement for residents to participate in outdoor activity, encourage use of the park, and be a strong incentive to realize the overall recreation goals established in the state and local plans. The overall effect of these improvements will be to provide strong, accessible utilization by the entire

spectrum of physical abilities and will be of tremendous benefit to all residents and park visitors.

F. COMMUNITY SUPPORT (0-5 points):

1. To what degree can you demonstrate community support for the project? Can you provide letters of support and/or survey analysis? If yes, please include supporting documentation with this application. :

More than 40 letters in support of this grant application were received from individuals and representatives from businesses, civic organizations, public agencies and non-profit groups. More than \$300,000 was received last year for construction of the BIG TOY; hundreds from \$5 - \$999; 19 from \$1,000 - \$4,999 and 11 from \$5,000+. Additional businesses donated materials/supplies for the initial project which involved 800 (unduplicated) volunteers, 5,300 volunteer hours in actual construction and more than 10,000 volunteer hours for both planning and construction. This project has consistently received a very high level of public involvement.

G. FINANCIAL COMMITMENT (0-10 points):

1. What is the source of local matching funds for the project? A Resolution to Apply must be submitted with this application to indicate a commitment of local match funding for the project. :

The City of Keizer has adopted a resolution committing staff support and a financial commitment of \$50,000 of additional Parks System Development Charges to this project. In addition, conversations with volunteer groups have indicated strong desire on their part to continue to be involved in Phase 2 of the BIG TOY project which will provide additional "soft match" for this project. The property was acquired in 2012 with \$1.3 million in City of Keizer funds, demonstrating the community's strong investment in this regional asset. Most significantly, the City has purchased the large tract of land on which the Big Toy is located solely with local funds. This purchase occurred in 2012.

2. Project applicants are encouraged to develop project applications involving partnerships between the project applicant, other agencies, or non-profit organizations. Project applicants are also encouraged to demonstrate solid financial commitment to providing necessary project maintenance and upkeep. To what extent does the project involve partnerships with other agencies or groups? Are donations and/or funding from other agencies or groups secured? :

The development of the BIG TOY at Keizer Rapids Park, erected in June 2015, was done solely by community members. The play structure has been a community effort involving many individuals, businesses, government agencies and non-profit organizations. The following 11 groups contributed \$5,000 or more to the BIG TOY: • Keizer Rotary • Marion County • Oregon Community Foundation • Keizer Parks Foundation • Marion County Fire District #1 • Uptown Music • Elks • PGE • Salem Keizer Volcanoes • Keizer Professional & Volunteer Firefighters • NW Natural In total, several hundred community members, including sponsors and volunteer organizations contributed amounts from \$5 to \$4,999. It was determined at the time of construction that the poured in place rubberized surface, restrooms and pathways would need to be incorporated into Phase II. This application is being submitted as a joint application from the City of Keizer and Marion County, with the City of Keizer as the contract/fiscal agent and reporting agency, demonstrating partnership between agencies. The entire park development was implemented with partnerships among many state and local agencies, including OPRD, National Park Service, Rivers and trails program, River Keeper program, City of Salem, Marion County, and

countless community members. Marion County's Intellectual and Developmental Disability Committee representatives conducted a site visit of the BIG TOY play area and met with City of Keizer and Marion County officials to provide direct input into the specific design of this proposal.

3. To what extent has funding been secured to complete the project?:

Property acquisition occurred previously in 4/2012. Local SDC funds have been set aside in the current budget year, with carry forward to FY 2016/2017

H. ACCESSIBILITY COMPLIANCE:

1. Does your agency have a board or city council adopted/approved ADA Transition Plan and/or Self Certification? :

yes

2. How will your proposed project meet current accessibility standards?:

A higher level of accessibility will be gained with the addition of a rubberized play surface under the play area and construction of accessible restrooms, addition of grab bars on the play structures, and hard surface pathways. The grab bars will specifically increase accessibility for children with disabilities and their caregivers and will increase safety for all users. Keizer Rapids Park was designed to be fully accessible and meet all accessibility standards. The improvement project proposed with this application will increase accessibility for individuals needing mobility assistance within the play area and greatly expand physical activity opportunities for those individuals.

I. READINESS TO PROCEED:

1. Have you submitted a signed Land Use Compatibility Statement with this application? :

yes

2. Have you submitted construction or concept plans with this application?:

yes

3. List required permits and status of permit applications for the project (i.e. Corps of Engineers, Division of State Land, Building Permits, etc.). Describe any possible delays or challenges that could occur in receiving permits. :

Land use approvals with full public review were obtained as part of the establishment of the Amended Keizer Rapids Park Master Plan, conditional use #MC 06-54, and UGB amendment. Building permits will be obtained upon approval of the grant. A 1200C permit will be applied for if the one acre of disturbance is exceeded (not anticipated at this time)

J. ACTIVE AND PAST GRANTS PERFORMANCE:

1. Describe your performance and compliance with all active and past OPRD grant awards. :

• 2009 Wallace House playground. Fully completed on time and on budget. • 2008 Parking and Trail development at Keizer Rapids Park \$45,000. Fully completed on time and on budget. • 2005 Property Acquisition for Keizer Rapids Park \$500,000. Fully completed on time and on budget. Without OPRD's past support, the above projects could not have been completed. Since 2005 when OPRD's support allowed for the acquisition of Keizer Rapids Park, a 120 acre (at that time) regional park, many improvements have been made and visitation to the site has increased

dramatically each year. Keizer Rapids Park is quickly becoming a regional attraction and unquestionably a valuable component in the region's outdoor assets.

Description	Qty	Unit	\$/Unit	Cost	Match	Request	Source of Funding
Fall Protection Surface	1	playground area	\$200,300.00	\$200,300.00	\$0.00	\$200,300.00	
Pathways	2000	lineal ft	\$41.55	\$83,100.00	\$0.00	\$83,100.00	
Permanent Restrooms	1	structure and septic	\$223,400.00	\$223,400.00	\$50,000.00	\$173,400.00	Local SDC Funds
Property Value	10	Acre	\$48,414.00	\$484,140.00	\$506,800.00	(\$22,660.00)	local funds
Totals				\$990,940.00	\$556,800.00	\$434,140.00	

Total Project Cost:	\$990,940.00
Total Match for Sponsor:	\$556,800.00
Grant Funds Requested:	\$434,140.00

PROGRESS REPORT FORM
LOCAL GOVERNMENT GRANT PROGRAM
QUARTERLY ☐ FINAL ☐

Date: _____

Project Name: _____

Project Number: _____

Project Sponsor/Grantee: _____

Date of Project Approval: _____ Date Work Started: _____

Describe Work Completed This Quarter:

Describe Any Problems or Delays:

Percentage of Project Completed to Date: _____ %

Report Completed By: _____

Title: _____

Grant Type ☐ LWCF ☐ ATV ☐ RTP ☐ Local Gov. ☐ COGP / RV ☐ Veteran's

Project Sponsor:	Project #
------------------	-----------

Project Name: _____

Date Work Started:	Billing Period:	to
--------------------	-----------------	----

Date of Approval: _____ Billing# _____ Billing: ☐ Partial ☐ Final

Comments:

Total Project Cost	\$
--------------------	----

Sponsors Match Percentage	%
100%	100%
90%	90%
80%	80%
70%	70%
60%	60%
50%	50%
40%	40%
30%	30%
20%	20%
10%	10%
0%	0%

Sponsors Contributions	\$
------------------------	----

Grant / Maximum State Reimbursement	\$	
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TYPE OF EXPENSE	Costs Incurred This Period	Cost Previously Billed	Total Project Costs to Date
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TYPE OF EXPENSE			
Salaries and Wages (Agency Force Account)			
Contract Payments			
Equipment Rental (Owned/Outside)			
Materials and Supplies			
Consultant Services (Design/Engineering)			
Value of Donated labor, materials, equipment			
Approved Pre-Agreement Costs			
Real Property Costs			
Other			
Other			
Other			
A. TOTAL PROJECT COSTS			
B. Less Costs in Excess of Agreement			
C. TOTAL ELIGIBLE COSTS			
D. Sponsor Match (Multiply C by Required Match %)			
E. TOTAL REIMBURSEMENT REQUEST (C minus D = E)			

I certify that this billing is correct and is based on actual costs incurred, and is supported by documentation on file with the sponsor and submitted with this form.

I also certify that the work and services which have been performed to date are in accordance with the approved project agreement including amendments thereto; and that this Sponsor has complied with all applicable State and local statutes.

I agree to retain records pertaining to this billing for six years past the project completion date.

I certify that this Sponsor is not involved in any court litigation or lawsuit wherein it is alleged by private parties of the United States that persons were, on the grounds of race, color, or natural origin, excluded from participation in, denied benefits of, or otherwise subject to discrimination in the programs or facilities of this Sponsor.

Signature: _____ Date: _____

Name Printed: _____ Phone: _____

For OPRD Use Only:

Payment Authorized by: _____ Date: _____

Payment Approved by: _____ Date: _____

Amount of Reimbursement: \$ _____ LWCF Admin Costs: _____

Accounting:



Request for Reimbursement Guide

All files for projects benefiting from Oregon Parks and Recreation Department administered grant funds must be able to pass a State audit. When preparing to submit a Request for Reimbursement, plan on submitting the following documentation:

- ☐ **Progress Report Form** – Available online at:
<http://www.oregon.gov/oprd/GRANTS/Pages/local.aspx> → Application and Forms.
- ☐ **Request for Reimbursement Form** - Available online at:
<http://www.oregon.gov/oprd/GRANTS/Pages/local.aspx> → Application and Forms.
- ☐ **Project Invoices** – Please submit copies of all project **bills/invoices**.
- ☐ **Bill Payment Confirmation** – Please submit documentation confirming that all project bills/invoices have indeed been paid. The best way to document this is with some type of **Accounts Paid Report** for the project that lists **Payments, Payee, Payment Date and Check Number**. (This is different from an Accounts Payable Report which would only list payments pending.) If an Accounts Paid Report is not available, please submit copies of canceled payment checks (with account numbers blocked out).

Once the project is completed . . .

- ☐ **Project Pictures** – Please plan to submit 5-10 digital pictures of the completed project site, for the project file. Digital pictures can be sent as email attachments. For **Planning Projects**, rather than pictures, please submit a copy of the final **Planning Document**.
- ☐ **Acknowledgement Sign** - Is there any type of signage on site acknowledging OPRD grant support for the project? If not, we will send you one.

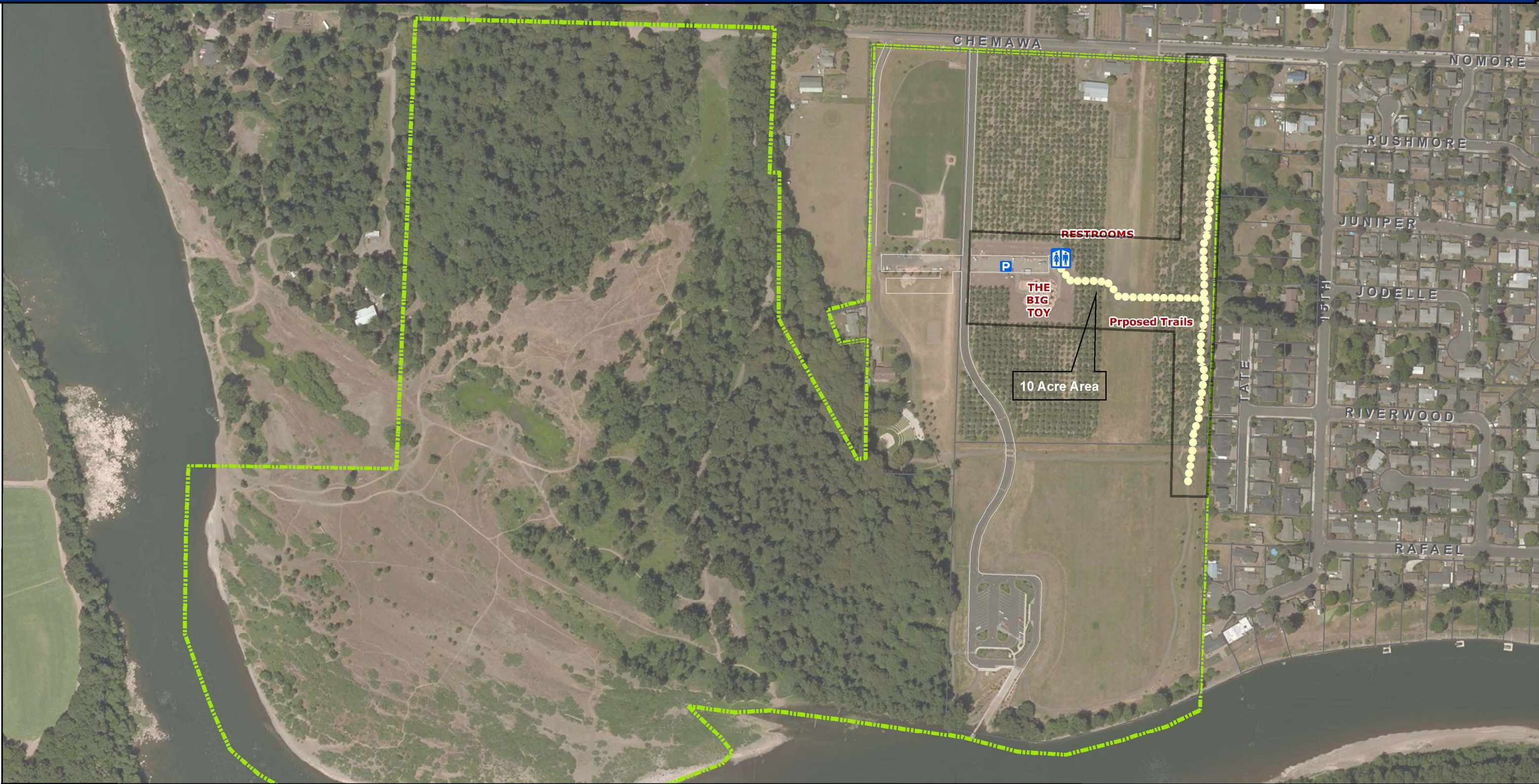
If you have questions, please contact:

Mark Cowan
Grant Program Coordinator
Oregon Parks and Recreation Dept.
725 Summer St. NE Suite C
Salem, OR 97301-1266
mark.cowan@oregon.gov
503-986-0591
www.oregon.gov/OPRD/GRANTS/index.shtml



Keizer Rapids Park Big Toy Phase II Project Plan

1 inch = 326 feet



Existing Parking Lot



Permanent Restroom (44' x 22' 8")



Proposed Trails



Keizer Rapids Park Boundary

Attachment E

"This product is provided as is, without warranty. In no event is the City of Keizer liable for damages from the use of this product. This product is subject to license and copyright limitations and further distribution or resale is prohibited."

Date: 3/25/2016 User Name: johnsonb



MINUTES
KEIZER CITY COUNCIL/PARKS ADVISORY BOARD
WORK SESSION
Monday, September 12, 2016
Keizer Rapids Park
Keizer, Oregon

CALL TO ORDER The Work Session was called to order at 5:50 at the Chalmers-Jones Park gazebo. The following were present:

Councilors:

Cathy Clark, Mayor
Roland Herrera
Mark Caillier
Amy Ryan
Bruce Anderson
Marlene Parsons

Parks Advisory Board:

Richard Walsh
Clint Holland
Dylan Juran
Jim Taylor
David Loudon
Scott Klug
J.T. Hager
Matt Lawyer

Absent:

Kim Freeman, Councilor
Donna Bradley, Parks Board

Staff Present:

Robert Johnson, Parks
Debbie Lockhart, Deputy City
Recorder

**CHALMERS-
JONES PARK**

Participants viewed the Skate Park noting areas in need of repair due to cracking and the need for resurfacing. Parks & Facilities Division Manager Robert Johnson explained that it would take \$25,000 to resurface the park. \$5,000 was set aside as part of a matching grant but that has now been rolled back into the grant program because the recipients of the grant decided not to pursue the project. The resurfacing has been on the prioritized list along with parking lot paving and a new roof for the gazebo.

Discussion followed regarding prioritization, safety, liability, and patching and repair options. Mr. Johnson also provided information on the splash park operations.

**CLAGGETT CREEK
PARK**

Mr. Johnson pointed out large holes in the parking lot noting that the lot is used by park users, contractors and refuse trucks. The heavier vehicles take a toll. He noted that patches are not staying in the holes so the lot needs major renovation. Because this repair has been postponed the cost of repair has doubled.

He pointed out the new roof on the picnic shelter noting that the shelter is heavily used with as many as 6 barbeques each weekend. The swings are in constant use as well. Mr. Johnson pointed out tree trimming that had been done in the picnic area to let in more light and open up the area. He suggested that similar trimming be done in

other areas of the park. He also noted that the old valves and heads of the sprinkler system need to be replaced.

Participants walked to the basketball court and discussed the need of repair. Mr. Johnson explained that it should be dug out with concrete poured and a tennis court surface put over that. Right now it is 2 half courts. It would be best when repairing it to make it a full court so that it could accommodate multiple sports. The cost would be \$50,000.

Discussion followed regarding establishing an 'adopt-a-park' program and getting community groups or businesses involved in restoring, maintaining, and taking ownership of area parks.

BEN MILLER PARK

Mr. Johnson explained that this park is heavily used by middle schoolers so there is always a problem with graffiti, garbage and vandalism.

Councilor Caillier explained that the Claggett Creek Watershed Council has planted plants along the creek to keep people out of that area but beavers are destroying some of the trees.

It was noted that the trees in this park needed to be limbed up and deadwood removed.

KEIZER LITTLE LEAGUE PARK

Clint Holland reviewed work that had been done on the park and plans to bring in tournaments and get team sponsors. He thanked Rasmussen for donating fertilizer for the fields this year and explained that the Rotary had given Keizer Little League a \$50,000 grant for replacing fences, renewing and lighting the fields, and making the walkway between the fields handicapped accessible. He noted that if tournaments are booked in the fields and concessions sales go up, then income from those items will help maintain the fields at a higher level than in the past.

It was noted that the concession stand was in need of a new roof and that various items of equipment were needed.

ADJOURNMENT

Meeting concluded at Keizer Little League Park at 7:30 p.m.

APPROVED:

Mayor – Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Mark Caillier

Councilor #4 – Roland Herrera

~ Absent ~

Councilor #2 – Kim Freeman

Councilor #5 – Amy Ryan

Councilor #3 – Marlene Parsons

Councilor #6 – Bruce Anderson

Minutes approved: _____