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AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION

Monday, August 2, 2021

7:00 p.m.

Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **FLAG SALUTE**
4. **SPECIAL ORDERS OF BUSINESS**
5. **COMMITTEE REPORTS**
6. **PUBLIC COMMENTS**

This time is provided for citizens to address the Council on any matters other than those on the agenda scheduled for public hearing.

7. **PUBLIC HEARINGS**

- a. Bubba's Pub & Lotto (Formerly Gyro Stop) – Change of Ownership/Trade Name

8. **ADMINISTRATIVE ACTION**

- a. Keizer Station Area C Reimbursement District
- b. **RESOLUTION** – Amending the VantageCare Retirement Health Savings (RHS) Program – Plan Number 803817
- c. **RESOLUTION** – Establishing the Amount of the Sewer System Development Charge for Wastewater Treatment Facilities; Repealing Resolution R2020-3100
- d. **RESOLUTION** – Authorizing Finance Director to Sign U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions and Assurances of Compliance with Civil Rights Requirements (ARPA Funds)

9. CONSENT CALENDAR

- a. RESOLUTION – Authorizing the Finance Director to Enter Into Lease Agreement with Quadient Leasing USA Inc. for City Hall Postage Machine
- b. RESOLUTION – Authorizing the City Manager to Award and Enter Into an Agreement with Knife River Corp. NW for Windsor Island Road North Pavement Repairs
- c. RESOLUTION – Authorizing the Finance Director to Enter into Lease Agreement with Ricoh USA Inc for Council Chambers, Municipal Court, Police Evidence, Human Resources and Criminal Investigations Unit Copiers
- d. Approval of July 19, 2021 Regular Session Minutes

10. OTHER BUSINESS

This time is provided to allow the Mayor, City Council members, or staff an opportunity to bring new or old matters before the Council that are not on tonight's agenda.

11. STAFF UPDATES

12. COUNCIL MEMBER REPORTS

13. AGENDA INPUT

August 9, 2021

6:00 p.m. - City Council Work Session
Cancelled

August 16, 2021

7:00 p.m. - City Council Regular Session

August 23, 2021

6:00 p.m. - City Council Work Session
ARPA Projects

September 7, 2021

7:00 p.m. - City Council Regular Session

14. ADJOURNMENT

City of Keizer Mission Statement

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

CITY COUNCIL MEETING: August 2, 2021

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: WES HARE
CITY MANAGER**

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

**SUBJECT: BUBBA'S PUB & LOTTO (FORMERLY GYRO STOP) – CHANGE OF
OWNERSHIP/TRADE NAME**

BACKGROUND:

On July 2, 2021 the City received an application for a change of ownership/trade name for the liquor license at Bubba's Pub & Lotto (formerly Gyro Stop), located 3860 River Road N Suite 3860-A, Keizer, Oregon. The application is for a limited on-premises sales license.

As required by the Keizer's Ordinance 2010-623, the Keizer Police Department has reviewed the application and has no reason to recommend denial. In addition, the Keizer Planning Department finds the location of the establishment to be properly zoned and has no additional comment on the application.

Notice of the public hearing for the change of ownership/trade name for Bubba's Pub & Lotto was mailed to property owners within 200 feet of the establishment. Notice was also published in the Keizertimes. As of the writing of the report, there have not been any comments received.

RECOMMENDATION:

It is recommended the public hearing be opened to allow testimony from the applicant or other interested individuals and upon completion, the hearing be closed. It is further recommended the Council recommend approval of the application for Bubba's Pub & Lotto under the guidelines as established by ORS 471.178 and the Ordinances of the City of Keizer. This recommendation shall then be forwarded to the Oregon Liquor Control Commission for final approval.



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

PRINT FORM

RESET FORM

1. Application. Do not include any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
☐ Brewery 1 st Location	Date application received and/or date stamp: <u>7-2-21</u>
Brewery Additional location (2 nd) ☐ (3 rd) ☐	Name of City or County: _____
☐ Brewery-Public House (BPH) 1 st location	Recommends this license be:
BPH Additional location (2 nd) ☐ (3 rd) ☐	☐ Granted ☐ Denied
☐ Distillery	By: _____
☐ Full On-Premises, Commercial	Date: _____
☐ Full On-Premises, Caterer	
☐ Full On-Premises, Passenger Carrier	
☐ Full On-Premises, Other Public Location	
☐ Full On-Premises, For Profit Private Club	
☐ Full On-Premises, Nonprofit Private Club	
☐ Grower Sales Privilege (GSP) 1 st location	
GSP Additional location (2 nd) ☐ (3 rd) ☐	
☒ Limited On-Premises <u>TRANSFER OF LICENSE</u>	OLCC USE ONLY
☐ Off-Premises	Date application received: <u>6/28/2021</u>
☐ Warehouse	Date application accepted: <u>6/29/2021</u>
☐ Wholesale Malt Beverage & Wine	<u>Onfile</u>
☐ Winery 1 st Location	License Action(s):
Winery Additional location (2 nd) ☐ (3 rd) ☐	<u>NO, CDD, Address Update</u>
(4 th) ☐ (5 th) ☐	

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or ~~INDIVIDUAL~~)¹ applying for the license(s):

ORENEV LLC

OREGON LIQUOR CONTROL COMMISSION

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

SALEM REGIONAL OFFICE

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

3. Trade Name of the Business (Name Customers Will See)		
<u>BURBA'S POP & LOTTO</u>		
4. Business Address (Number and Street Address of the Location that will have the liquor license)		
<u>3860 RIVER RD # 3860-17</u>		
City	County	Zip Code
<u>KEizer</u>	<u>MARION</u>	<u>97303</u>

¹ Read the Instructions on page 1 carefully. If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: ORENEV LLCPhone: 503 393-7777 ^m
702 742-5030Trade Name (dba): BUBBA'S PUB + LOUBusiness Location Address: 3860 RIVER RD N # 3860-ACity: KEIZERZIP Code: 97303

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 8 AM to 2:30 AM
 Monday 8 AM to 2:30 AM
 Tuesday 8 AM to 2:30 AM
 Wednesday 8 AM to 2:30 AM
 Thursday 8 AM to 2:30 AM
 Friday 8 AM to 2:30 AM
 Saturday 8 AM to 2:30 AM

Outdoor Area Hours:

Sunday 8 AM to 2:30 AM
 Monday 8 AM to 2:30 AM
 Tuesday 8 AM to 2:30 AM
 Wednesday 8 AM to 2:30 AM
 Thursday 8 AM to 2:30 AM
 Friday 8 AM to 2:30 AM
 Saturday 8 AM to 2:30 AM

The outdoor area is used for:

☒ Food service Hours: ALL DAY to 2:30 AM
☒ Alcohol service Hours: ALL DAY to 2:30 AM
☐ Enclosed, how FENCED

The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: ☐ Yes ☒ No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

- ☐ Live Music ☐ Karaoke
☐ Recorded Music ☒ Coin-operated Games
☐ DJ Music ☒ Video Lottery Machines
☐ Dancing ☐ Social Gaming
☐ Nude Entertainers ☐ Pool Tables
☐ Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday _____ to _____
 Monday _____ to _____
 Tuesday _____ to _____
 Wednesday _____ to _____
 Thursday _____ to _____
 Friday _____ to _____
 Saturday _____ to _____

SEATING COUNT

Restaurant: 1/1Outdoor: 3Lounge: 1/5

Other (explain): _____

Banquet: _____

Total Seating: 53

OLCC USE ONLY

Investigator Verified Seating (Y) (N)

Investigator Initials _____

Date _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: [Signature]Date: 06/28/2021

1-800-452-OLCC (6522)

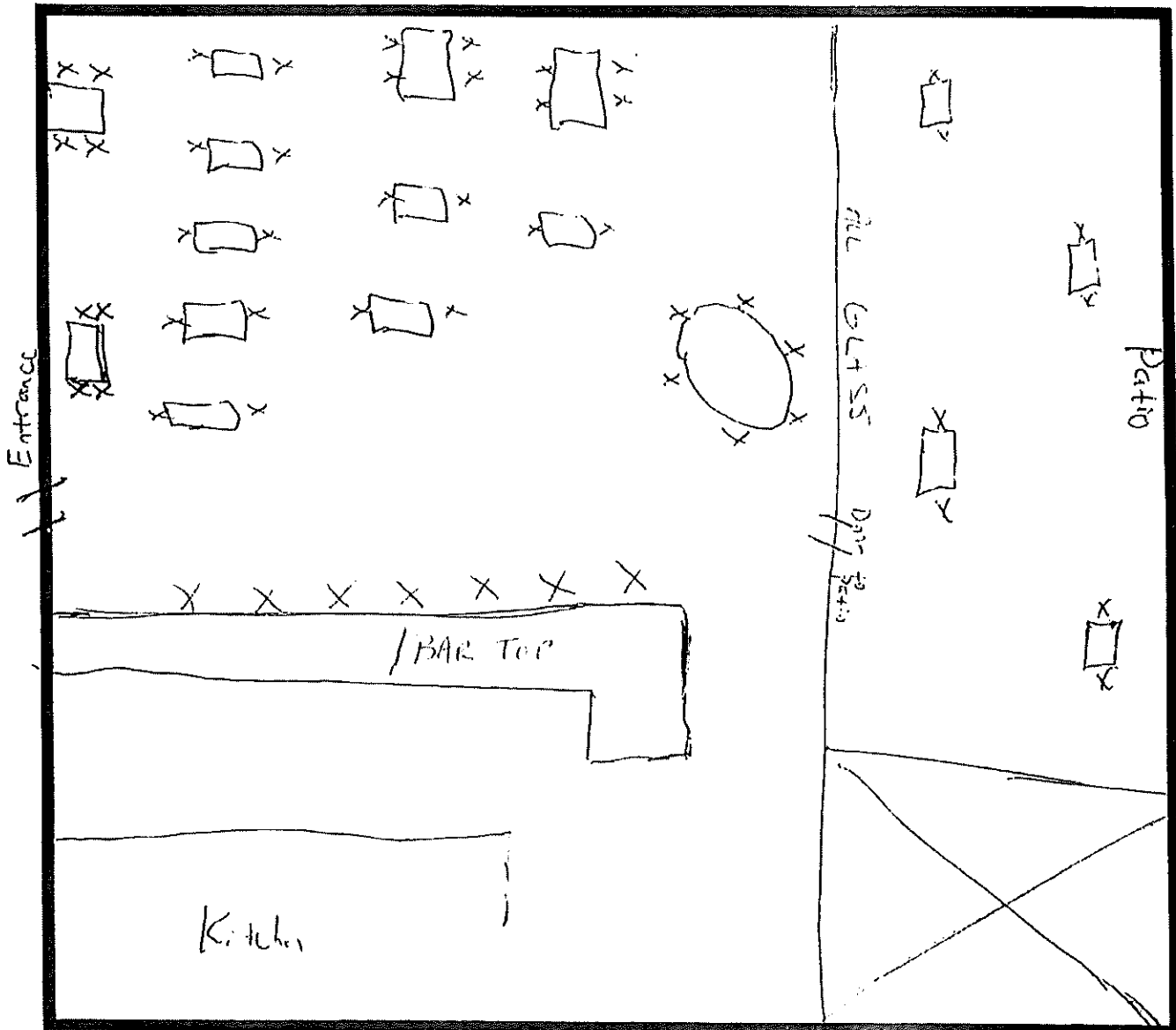
www.oregon.gov/olcc

(rev. 12/07)



OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

- Your floor plan must be submitted on this form.
- Use a separate Floor Plan Form for each level or floor of the building.
- The floor plan(s) must show the specific areas of your premises (e.g. dining area, bar, lounge, dance floor, video lottery room, kitchen, restrooms, outside patio and sidewalk cafe areas.)
- Include all tables and chairs (see example on back of this form). Include dimensions for each table if you are applying for a Full On-Premises Sales license.



ORENEV LLC
 Applicant Name
 BURBA'S PUB & LOUNGE
 Trade Name (dba):
 KEIZER OK 4730
 City and ZIP Code

.....OLCC USE ONLY.....
 MINOR POSTING ASSIGNMENT(S)

Date: _____ Initials: _____

1-800-452-OLCC (6522)
www.oregon.gov/olcc

(rev. 09/12)

CITY COUNCIL MEETING: August 2, 2021**AGENDA ITEM NUMBER: _____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: R. WES HARE, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: KEIZER STATION AREA C REIMBURSEMENT DISTRICT

The developers of the apartments (Mountain West) and senior living (Bonaventure) in Keizer Station Area C recently sent a letter to City Council requesting a review of the reimbursement agreement approved earlier this year by City Council. See attached letter dated July 12, 2021. To fully understand the issues, some background in reimbursement districts generally, and Keizer Station Area C specifically is helpful.

Keizer, like many cities have reimbursement districts or latecomer ordinances. The process allows an initial developer who constructs public improvements benefiting other properties in the area to be partially reimbursed by the benefited property owners at the time such properties develop. After a hearing process to allow objections, the city adopts a resolution forming the district and records a notice with the county recorder indicating that a reimbursement fee will be due at a certain point; the notice does not create a lien against the property. The developer then builds the public infrastructure and enters into a reimbursement agreement with the city. The agreement requires the city to collect reimbursement fees from subsequent developers, along with an “annual fee adjustment” or interest calculation. In Keizer, the Ordinance states that the annual fee or interest starts when the reimbursement agreement is entered into. (Ordinance No. 2015-716.)

The Keizer Station Area C Reimbursement District was formed after public hearing in November 2015. (Resolution No. R2015-2630.) The annual adjustment fee or interest was set at 3%. As required by the Ordinance, the interest was to begin one year after signing the reimbursement district agreement; in other words, once per year the fee would be adjusted upward.

The other issue in the Resolution relevant to the developers’ letter was the provision for a future traffic signal. All transportation infrastructure costs in Area C were to be constructed by Bonaventure/Mountain West except for the traffic signal planned for Chemawa and McLeod. Their initial development did not warrant a traffic signal, but any future developer would be required to construct the signal. The concept was that the future developer

(Commercial Developer) would get a “offset“ in the reimbursement fees for Bonaventure/Mountain West’s share of the signal and when the signal was constructed and exact costs were calculated, there would be a calculation of the Bonaventure/Mountain West share and a portion of the Commercial Developer fees would be refunded and the rest forwarded to Bonaventure/Mountain West. The Resolution forming the District provides as follows:

“City may withhold all or a portion of Commercial Developer’s reimbursement fees and not pass on the entire fees to Applicant until after construction and installation of the traffic signal and certified costs have been determined so that the final net reimbursement fee owed by Commercial Developer can be adjusted.” Section 6(c)(3).

Note that the Resolution does not require that all of the Commercial Developer fees be retained.

After formation of the reimbursement district, the project was constructed and in 2018 Bonaventure/Mountain West returned to the City for an adjustment based on the total actual costs. Following a public hearing, the Council approved the final actual costs by Resolution No. R2018-2853. Bonaventure/Mountain West’s total cost was approximately \$3 million. Subsequent developers were expected to pay approximately \$2.47 million including the cost of the traffic signal which was estimated to be \$500,000.

Following the calculation of the total actual cost, the developer’s attorney, Dana Krawczuk and I began working on the agreement. The agreement was not easy to prepare due mainly to the traffic signal issue as well as some other issues connected with the parcelization of the remaining property. Ultimately, I determined that the safest method for the signal cost offset was to simply have the City hold all the Commercial Developer’s reimbursement fees until the signal was actually constructed and then do a final net reimbursement fee calculation to determine the appropriate amount to send to Bonaventure/Mountain West. As required by the Ordinance, the agreement also stated that interest would be calculated one year after the agreement was signed.

Towards the end of 2020 we had reached a tentative agreement and Ms. Krawczuk sent me an email confirming that Bonaventure/Mountain West had approved it. The matter then came before the Council in January 2021 and the City Council adopted a Resolution authorizing signing the agreement. A copy of the approved agreement (without exhibits) is attached.

We sent the agreement to Bonaventure/Mountain West to be signed, but we did not receive it back. After request, we heard back that there had been a miscommunication in that Bonaventure’s in-house attorney had approved it, but the executive team for Bonaventure had not.

Bonaventure/Mountain West have two concerns as outlined in their July 12, 2021 letter.

First, interest does not accrue until the agreement is signed. Second, the agreement requires all of the reimbursement fees paid by the Commercial Developer to be held by the City until the signal is installed and the actual costs are known. That period of time is likely to be a year or more. Bonaventure/Mountain West objects to the City holding what could be a significant amount of money for an extended period of time. They suggest using 110% of Bonaventure/Mountain West's share of the estimated signal cost to calculate the estimated fee to pass on to Bonaventure/Mountain West.

With regard to the first issue, the Ordinance itself dictates when interest starts. Typically, interest accrues when an agreement is signed, such as a promissory note. However, the Ordinance does say that the concept of the annual adjustment or interest charge is to allow a "return on investment." One could argue that not getting the interest from the point when the funds were expended for construction is not truly getting a full return on investment.

This change in the timing of interest calculation will increase the total reimbursement fees paid by subsequent developers in Area C. However, one could argue that at a 3% annual rate, the subsequent developers are paying less than what the actual costs would be if developed now based on increased costs of construction.

Turning to the issue of the timing of the payment and the signal cost offset, the agreement was drafted with the idea that we would not have to be concerned that any fees passed on to Bonaventure/Mountain West might have to be refunded back to the Commercial Developer later since the City would hold all the fees until the actual signal costs were ascertained. However, after discussing the matter with the Public Works Director, I believe we can resolve this issue with little risk to the City or the Commercial Developer. Although the estimated cost of the signal from six years ago may be inaccurate, when the Commercial Developer comes in for a public improvement permit, a new updated signal cost will be available that the City will confirm. Given that, changing the agreement to indicate that the calculation of the net reimbursement will be made using the approved cost from the public improvement permit would be appropriate. With that provision, along with the suggestion from the July 12, 2021 letter of using 110% hold back, the risk of overpayment to Bonneville/Mountain West would appear to be very minimal.

(I have not included copies of the reimbursement district ordinance or the two resolutions due to their length. Please let me know if you want copies of those documents.)

RECOMMENDATION:

I would note that the City Council cannot take final action on any items at tonight's meeting due to the fact that both the Ordinance and the Resolution forming the district would need to be done following a public hearing. Council's direction this evening would be preliminary only and does not bind the Council to any particular action.

Staff requests City Council review this matter and direct staff on the following:

1. Should the Council revisit the issue of when the annual adjustment or interest should begin?
2. Should the Council revisit the issue of the timing and details of the net reimbursement payment to Bonaventure/Mountain West with regards to the traffic signal cost offset?

If the Council wishes to move forward to revisit either of these matters, the motions should be made separately and include directions to staff to schedule appropriate public hearings.

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



July 12, 2021

VIA REGULAR MAIL AND E-MAIL (clarkc@keizer.org)

Mayor Clark
Keizer City Council
930 Chemawa Rd NE
Keizer, OR 97303

Re: Request to Solve Unforeseen Issues with Keizer Station Area C Reimbursement District

Dear Madam Mayor and City Councilors:

Bonaventure Senior Living has been serving seniors in Oregon, Washington, and Colorado since 1999. We take great pride in providing seniors with the retirement of their dreams, the lifestyle they deserve, and the care they need. Our Home Office is located in Salem. We take seriously the charities we contribute to that make the Salem-Keizer area better for those that live here. Our Bonaventure at Keizer Station community is a big part of the Keizer community, affording many opportunities for locals to volunteer, receive our support, and much more. We are passionate about all our residents and the surrounding communities, with the city of Keizer being no different.

We have determined that unforeseen issues with the reimbursement district for Keizer Station Area C will cost us about \$200,000 in foregone accrued interest and may result in us not having access to over \$1,550,000 in owed funds for an indefinite amount of time.

As detailed below, we have identified three steps that the City can take that will eliminate these financial hardships for Bonaventure; solutions that cost the City nothing.

1. Amend the reimbursement district code so that interest on the improvements begins to accrue on the anniversary of when the improvement costs are finalized and approved by the City. Currently, interest accrual is correlated to the timing of the reimbursement agreement.
2. Provide notice to benefited properties and conduct a public hearing where City Council will consider Bonaventure's request to amend the existing Keizer Station Area C reimbursement district to reflect the updated interest trigger date.
3. Revise the reimbursement agreement to reflect the updated interest trigger date and limit the holdback of reimbursement fees for the traffic signal to a limited amount.



We have reviewed this matter with the City Attorney and Public Works Director and they indicated this is an issue for City Council review.

Background

We completed Bonaventure at Keizer Station in March of 2017. Around the same time, Mountain West Investment Corp. built Keizer Station Apartments. These residential projects enhance the Keizer Station Master Plan by diversifying the mix of uses. The projects also provide the community benefit of constructing over \$3,500,000 of public infrastructure that will benefit future development in Keizer Station.¹

So that we may recoup the infrastructure investments that we made that benefit other properties, a reimbursement district as formed in 2015. Infrastructure was installed between 2015 and 2017, and final costs were approved by the City in April of 2018. Between 2018 and 2021 we negotiated a reimbursement agreement with the City, which the City Council approved on February 17, 2021.

Unforeseen Issues

The Keizer Station Area C Reimbursement District is the first reimbursement district formed pursuant to the 2015 code amendments (Ordinance 2015-716). Two issues have arisen during the inaugural implementation of the code.

1. Interest Accrual Date Does Not Provide for a Return on Investment

Reimbursement districts are an infrastructure financing tool whereby a developer builds public infrastructure that benefits third parties. If/when those benefitted parties connect to the infrastructure, they reimburse the developer a proportionate share of the infrastructure costs. It may be several or more years between when the developer installs the infrastructure and receives any reimbursement. The total amount of the reimbursement fee owed to the developer that installed the infrastructure is adjusted annually through interest accrual, which the code explains is intended to provide the developer a return on its investment in the infrastructure. Ordinance 2015-716. Section 13.A

The code's goal of providing the developer a return on its investment in public infrastructure is not accomplished. The code provides that the annual adjustment interest rate begins upon the first anniversary of the date of the reimbursement agreement. However, the developer incurs the costs at the time the improvements are installed, not when the reimbursement agreement is finalized.

¹ Bonaventure and Mountain West partnered to construct the infrastructure, through the entity KS Reimbursement LLC. KS Reimbursement LLC is the entity that is a party to the reimbursement agreement. For simplicity, we refer to the KS Reimbursement LLC's reimbursement agreement financial benefits and obligations in this letter as Bonaventure's.



The Keizer Station Area C reimbursement district is an example of the significance of the difference of when interest begins to accrue. The final costs of the improvements were approved by the City on April 2, 2018 (Resolution R2018-2853). The final reimbursement agreement was approved by City Council on February 17, 2021. The applicable interest rate is 3% and the reimbursable improvement costs were approximately \$2,000,000, so the nearly three year difference between final costs and reimbursement agreement equates to Bonaventure losing approximately \$200,000 in interest.

The solution is to revise the code so that interest accrues from the anniversary of the date that final costs are approved by the City instead of correlating interest to the reimbursement agreement. Implementing this solution requires a minor revision to the code, and then amending the Keizer Station Area C reimbursement district and reimbursement agreement to reflect the new interest date trigger.

2. The Reimbursement Fee Hold Back for Traffic Signal Costs is Unreasonable

Development within Keizer Station Area C will require a traffic signal at Chemawa and McLeod, but the signal was not warranted at the time of Bonaventure's and Mountain West's developments. It is likely that the next development will trigger the signal. As a result, the reimbursement district includes the estimated cost of the traffic signal (estimated to cost \$500,000 in 2015), but Bonaventure did not install it. Instead, the development that warrants the signal will construct it, and that developer will be reimbursed by the benefitted properties within Area C. For example, Bonaventure's and Mountain West's combined share of the traffic signal is approximately \$100,000 (20% of the total cost).

It is unknown when a development that is obligated to construct the traffic signal will occur, but it is likely that the traffic signal will cost more than \$500,000 because generally costs have increased since the 2015 cost estimate. All parties want to ensure that the developer that installs the signal is reimbursed for its actual costs. The issue is how to ensure that Bonaventure's portion of the signal costs correlate to the actual costs, while also ensuring that Bonaventure is reimbursed for the infrastructure it has already installed.

We believe that the reimbursement agreement does not strike the appropriate balance.

The reimbursement agreement is structured so that property that triggers the signal must pay the City the reimbursement fees owed to Bonaventure at the time the new development's building permits are issued. The City then holds those fees until the traffic signal is complete and the final costs approved by the City, at which time Bonaventure is reimbursed an amount that is reduced by Bonaventure's portion of the actual costs of the traffic signal. The duration of the time between building permit issuance and when the fees are released is not limited, but is expected to be about one year.



If one of the larger parcels is developed and required to install the signal, such as Area C2c Commercial (Retail 6 and 7) which is likely, we estimate that Bonaventure will be reimbursed approximately \$1,060,000 for the infrastructure Bonaventure installed. However, rather than receiving that reimbursement immediately, the City will hold over \$1,000,000 of reimbursement fees to cover Bonaventure's approximately \$100,000 obligation for the traffic signal.

Bonaventure agreed to the concept of the holdback in the reimbursement agreement based upon our outside counsel's misunderstanding. Bonaventure's outside counsel believed that the next property to develop, thereby triggering the traffic signal, would be the "future commercial" parcel which is responsible to reimburse Bonaventure about \$120,000. This amount would be a reasonable amount to withhold since Bonaventure's obligation towards the traffic signal is about \$100,000.

Upon further evaluation, Bonaventure believes that it is unlikely that the "future commercial" parcel will develop next, in part because of the expenses associated with the traffic signal. Instead, carrying those costs means that it is likely one of the larger parcels as described above or a combination of parcels could be next to develop. If it is one of the larger commercial parcels that triggers the traffic signal, it will result in over \$1,000,000 of reimbursement fees withheld for an indefinite period of time. Bonaventure cannot agree to the reimbursement agreement with such a large amount of money held for an unknown period of time.

The solution is to holdback 110% plus a 3% annual interest adjustment of Bonaventure's share of the traffic signal, which is intended to cover signal cost escalations. The 110% concept is derived from the City's code that regulates the amount of performance bonds. Implementing this solution requires revising the reimbursement agreement.

Conclusion and Next Steps

The City and Bonaventure have cooperated for over six years to develop portions of Area C. We acknowledge that we were involved in the adoption of the reimbursement district code provisions and the negotiation of the reimbursement district. We do not make our requests to revisit the code and agreement lightly. We believe that the issues we have identified are the result of unforeseen and unusual circumstances, and the solutions avoid significant financial detriment to Bonaventure and while costing the City only time.

Respectfully, we request that you:

1. At your next City Council meeting (July 19), direct City staff to bring back to City Council a reimbursement district code amendment ordinance that correlates the interest accrual date to approval of reimbursement district final costs.
2. Review and approve the reimbursement district code amendment ordinance at a duly noticed public hearing.



3. We will then request that the reimbursement district be revised to reflect the new interest date, which will be considered at public hearing before City Council in which benefitted property owners would receive notice.
4. We will work with the City Attorney to revise the reimbursement agreement to modify the interest and holdback provisions.

Thank you for the opportunity to present this important issue to you. We look forward to discussing our request at your next City Council hearing.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kelley D. Hamilton'.

Kelley D. Hamilton
Chief Executive Officer
Bonaventure Senior Living

cc: John Eld, Bonaventure Project Manager
Shannon Johnson, City Attorney
Dana Krawczuk, Stoel Rives LLP

**KEIZER STATION AREA C REIMBURSEMENT DISTRICT
REIMBURSEMENT AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2021,
by and among:

KS Reimbursement, LLC, an Oregon limited liability company, referred to as
“Developer”; and

The City of Keizer, an Oregon municipal corporation, hereinafter referred to as the
“City”.

RECITALS:

A. As a condition for approving the Keizer Station Master Plan/Lot Line Adjustment (Area C – Keizer Station) (Master Plan/Lot Line Adjustment Case No. 2014-20), hereinafter “Land Use Decision” proposed by the Developer, the City required that public water, stormwater, sanitary sewer, street light, franchise and transportation improvements be constructed or be constructed in the future. The required improvements are detailed in the Land Use Decision, Resolution R2015-2630, and are collectively referred to in this Agreement as the “Public Improvements,” and when referred to individually, are identified by capitalized terms, which are as defined in the Land Use Decision, Resolution R2015-2630 and attachments thereto. The Public Improvements not only benefit the Developer’s property, but adjoining property that is not owned by the Developer.

B. In order to facilitate the immediate development of its property, the Developer has constructed the Public Improvements, except for the Traffic Signal, at its own initial cost and expense. Developer wishes to be reimbursed for portions of its costs incurred in constructing the Public Improvements on an equitable, just and reasonable basis upon the development of other properties within the Benefitted Property, and in accordance with the methodology adopted in Resolution R2015-2630.

C. Pursuant to Ordinance No. 2015-716 (Establishing a Process for the Formation of Public Improvement Reimbursement Districts; Declaring an Emergency; Repeal of Ordinance No. 2003-485 and Ordinance No. 2003-493), Developer applied for formation of a reimbursement district for the Public Improvements that benefit the area described in Exhibit 1, page 1 of Resolution R2015-2630 (copied here as Exhibit 1) and depicted on Exhibit 1, page 2 of Resolution R2015-2630 (copied here as Exhibit 2); property which is hereinafter referred to as “Benefitted Property.”

D. Following a public hearing, the Keizer City Council approved the formation of the reimbursement district and adopted Resolution R2015-2630 (Forming the Keizer Station Area C Reimbursement District).

E. The Developer has developed property within the Benefitted Property known as Area C3 – Bonaventure Senior Living, Area C3 – Multi-family Site, and Area C2 – Multi-family Site (“Phase 1”).

F. Following completion of the Public Improvements, except for the Traffic Signal, the Keizer City Council held an additional public hearing and approved the Final Costs pursuant to Resolution R2018-2853 (Approval of Final Costs in the Keizer Station Area C Reimbursement District).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Total Cost for Keizer Station Area C Public Improvements Subject to Reimbursement.**

The reasonable costs incurred by Developer in construction of the Public Improvements plus the Estimated Traffic Signal Cost (defined below) are \$3,511,968.39 (the “Total Cost”). Developer has provided to the Public Works Director proof of full payment of all costs to contractors, subcontractors, suppliers and others connected with in any way the construction of the Public Improvements, except for the Traffic Signal, in a form acceptable to the City in its reasonable discretion. Except for the Estimated Traffic Signal Cost, the Total Cost was approved by Resolution R2018-2853. The Total Cost are comprised of the following Public Improvements:

- 1.1. **Construction of Storm Drainage Improvements.** Developer has had a stormwater analysis conducted and constructed the storm drainage improvements in accordance with the Land Use Decision and Public Works Director direction. All direct and indirect costs and expenses of construction have been paid by the Developer. Such direct and indirect costs and expenses are shown under the heading “Stormwater Analysis” and “Storm Drainage Improvements” on Exhibit 1 of Resolution R2018-2853 (copied here as Exhibit 3).
- 1.2. **Construction of Chemawa Road Improvements.** Developer has constructed the Chemawa Road improvements in accordance with the Land Use Decision and Public Works Director direction. All direct and indirect costs and expenses of construction have been paid by the Developer. Such direct and indirect costs and expenses are shown under the heading “Chemawa Rd Improvement” on Exhibit 1 of Resolution R2018-2853 (copied here as Exhibit 3).
- 1.3. **Construction of McLeod Lane Improvements.** Developer has constructed the McLeod Lane improvements in accordance with the Land Use Decision and Public Works Director direction. All direct and indirect costs and expenses are shown under the heading “McLeod Lane Improvements” and “McLeod Lane Extension Improvements” on Exhibit 1 of Resolution R2018-2853 (copied here as Exhibit 3).
- 1.4. **Construction of Street Lights and Franchise Utilities.** Developer has constructed the street lights and franchise utilities in accordance with the Land Use Decision and Public Works Director direction. All direct and indirect costs and expenses are shown under

the heading “Street Lights & Franchise Utilities (Undergrounding)” on Exhibit 1 of Resolution R2018-2853 (copied here as Exhibit 3).

- 1.5. **Construction of Sanitary Sewer Improvements.** Developer has constructed the sanitary sewer improvements in accordance with the Land Use Decision and Public Works Director direction. All direct and indirect costs and expenses are shown under the heading “Sanitary Sewer Improvements” on Exhibit 1 of Resolution R2018-2853 (copied here as Exhibit 3).
- 1.6. **Construction of Domestic Water Improvements.** Developer has constructed the domestic water improvements in accordance with the Land Use Decision and Public Works Director direction. All direct and indirect costs and expenses are shown under the heading “Domestic Water Improvements” on Exhibit 1 of Resolution R2018-2853 (copied here as Exhibit 3).
- 1.7. **Acquisition of Right-of-Way for Chemawa Road Improvements and McLeod Lane Improvements.** Developer has purchased right-of-way for the Chemawa Road improvements and McLeod Lane improvements as required under the Land Use Decision and Public Works Director direction. All actual reimbursable right-of-way costs are shown under the heading “Chemawa ROW Costs” and “McLeod Extension ROW Costs” on Exhibit 1 of Resolution R2018-2853 (copied here as Exhibit 3).
- 1.8. **Payment of Sidewalk Settlement Agreement.** Developer was required to pay for a portion of the off-site sidewalk along Chemawa Road pursuant to a private settlement agreement and the Land Use Decision. The costs of the settlement are shown under the heading “Settlement Agreement Sidewalk Costs” on Exhibit 1 of Resolution R2018-2853 (copied here as Exhibit 3).
- 1.9. **Traffic Signal.** The Land Use Decision requires the Chemawa/McLeod traffic signal (the “Traffic Signal”) to be built according to the Land Use Decision’s Traffic Impact Analysis (“TIA”). The TIA does not require the Traffic Signal to be built during the Phase 1, which has been developed by Developer. Instead, because the Traffic Signal is warranted when the first commercial use (after Phase 1) within the Benefitted Property is established, the developer of that commercial use (the “Commercial Developer”) will be required to install the Traffic Signal.
 - 1.9.1. **Estimated Traffic Signal Cost.** The Traffic Signal’s estimated costs and expenses are \$504,310.46 (the “Estimated Traffic Signal Cost”), as shown under the heading “Traffic Signal” on Exhibit 1 of Resolution R2018-2853 (copied here as Exhibit 3).
 - 1.9.2. **Actual Traffic Signal Cost.** Commercial Developer is entitled to be reimbursed for the actual cost of the Traffic Signal if the actual cost does not exceed 10 percent of the Estimated Traffic Signal Cost, and if the actual cost is in excess of 10 percent, the Commercial Developer may seek an exception at a public hearing before the Keizer City Council, as provided in Section 11 of Ordinance No. 2015-716. Once

the actual cost of the Traffic Signal is approved by the City, pursuant to Section 11 of Ordinance No. 2015-716, that final amount is the “Actual Traffic Signal Cost.”

- 1.9.3. **Allocation.** So that the costs of the Traffic Signal are equitably allocated across the Benefitted Property, the Estimated Traffic Signal Cost is included in the Total Cost, which is the basis for the Reimbursement Fee. The Total Cost and Reimbursement Fee will be updated to reflect the Actual Traffic Signal Cost as provided in Section 6.3.3.
- 1.9.4. **Reimbursement.** Reimbursement of the Actual Traffic Signal Cost to the Commercial Developer is as provided in Section 6.3.
2. **Methodology.** Resolution R2015-2630 adopted the methodology (“Methodology”) for allocating the Total Cost across the Benefitted Property. The Methodology divides Public Improvements and Total Cost into three categories, including “Area Based,” “Trip Generation Based,” and “Usage Based.”
3. **Reimbursement Fee.** Exhibit 1 of Resolution R2018-2853 (copied here as Exhibit 3) identifies each tax lot within the Benefitted Property (“Tax Lot”) and divides the Total Cost among each Tax Lot, as required by the Methodology. The total for each of the Public Improvements on each Tax Lot detailed in Exhibit 1 of Resolution R2018-2853 (copied here as Exhibit 3) is the reimbursement fee (the “Reimbursement Fee”). When only the Estimated Traffic Signal Cost or Final Traffic Signal portion of the Reimbursement Fee is described in this Agreement, it shall be referred to as the “Traffic Signal Reimbursement Fee.”
 - 3.1. **Trip Generation Based and Usage Based Reimbursement Fees.** Trip Generation Based and Usage Based Reimbursement Fees shall not be adjusted from Exhibit 1 of Resolution R2018-2853 (copied here as Exhibit 3), based upon the development on the Tax Lot, regardless of whether the actual building size, configuration, quantity or use is different than what was assumed in the Methodology. For example, if one of the proposed retail buildings is larger or smaller than indicated in the Keizer Station Master Plan or Methodology, the Trip Generation Based and Usage Based Reimbursement Fee will not be adjusted.
 - 3.2. **Area Based Cost Reimbursement Fees for Stormwater Analysis/Storm Drainage Improvement.** The Area Based Reimbursement Fee shall be prorated based on site area (acreage) for all Tax Lots impacted by the development that triggers the obligation to pay the Reimbursement Fee.
4. **Interest.** Subject to Section 4 of Resolution R2015-2630, an interest rate (annual adjustment) of three percent (3%) per year shall be imposed on the Reimbursement Fee. Such interest rate shall be applied beginning on the first anniversary of the date of this Agreement. Interest shall be calculated to the date of a Tax Lot’s first Permit (defined below) application.

5. **Obligation to Pay and Collection of Reimbursement Fee.** Section 12 of Ordinance No. 2015-716 describes the permit types (“Permit”) that, upon approval, require payment of the Reimbursement Fee. Prior to issuance of a Permit, as a precondition to Permit issuance, the then-applicable Reimbursement Fees, as provided in Sections 3 and 6.3.3, and interest are immediately due to, and shall be collected by, the City for all Tax Lots impacted by development (including but not limited to access, parking, landscaping, or storm water detention) associated with the Permit, except as provided in Sections 5.1 and 6.3.1.

- 5.1. Developer was not obligated to pay the Reimbursement Fee at the time of Permits for Phase 1 because Developer constructed the Public Improvements, except for the Traffic Signal. Developer’s Traffic Signal Reimbursement Fee will be satisfied as described in Section 6.3.1.

6. Disbursement of Reimbursement Fee.

- 6.1. **Administrative Fee.** The City shall be entitled to deduct and retain for its own use a sum equal to \$750 per disbursement of Reimbursement Fees to compensate the City for its administration of the reimbursement program described herein (the “Administrative Fee”).

- 6.2. **Disbursement to Developer.** Any Reimbursement Fee, except for the Traffic Signal Reimbursement Fee, collected by the City pursuant to this Agreement shall be disbursed to the Developer within thirty (30) days of collection, after retaining the Administrative Fee, except as provided in Section 6.3.1.

- 6.3. **Disbursement of Traffic Signal Reimbursement Fee to Commercial Developer.** Because the Commercial Developer is required to install the Traffic Signal, it is eligible to be reimbursed the Actual Traffic Signal Cost by the developers of other Benefitted Properties and by Developer.

- 6.3.1. When due pursuant to Section 5, the Commercial Developer shall pay all Reimbursement Fees in connection with its Tax Lots in the amount shown on Exhibit 1 of Resolution R2018-2853 (copied here as Exhibit 3), and as provided in Section 3, except that no payment for the Traffic Signal Reimbursement Fee (based upon the Estimated Traffic Signal Cost) is due. City shall hold these funds until the Actual Traffic Signal Cost is approved and within thirty (30) days of such approval, City shall allocate and disburse the held funds in the following order: (a) the Administrative Fee; (b) Phase 1’s Traffic Signal Reimbursement Fee (based upon the Actual Traffic Signal Cost) to Commercial Developer; and (c) the balance to the Developer. If the held funds are insufficient to pay Phase 1’s Traffic Signal Reimbursement Fee (based upon the Actual Traffic Signal Cost), as described in subsection 6.3.1(b), then City shall invoice Developer for the balance owed, which Developer agrees to pay within thirty (30) days, which City shall promptly disburse to Commercial Developer.

- 6.3.2. Developers of property within the Benefitted Property that develop subsequent to the first commercial use are “Subsequent Developers.” Subsequent Developers’ payment of the Traffic Signal Reimbursement Fee will be passed through to the Commercial Developer within thirty (30) days of collection by the City pursuant to any reimbursement agreement between the City and the Commercial Development.
- 6.3.3. Upon completion of the Traffic Signal, Commercial Developer shall provide the City notice of the final actual cost of the Traffic Signal, pursuant to Section 11 of Ordinance No. 2015-716. At the time the City approves the Actual Traffic Signal Cost, the City shall amend the Total Cost and Reimbursement Fee to reflect the Actual Traffic Signal Cost. The Commercial Developer may enter into a reimbursement agreement with the City for the Actual Traffic Signal Cost. The amount or timing of when Reimbursement Fees are collected or disbursed to Developer, as detailed in Resolution R2018-2853, as amended to reflect the Actual Traffic Signal Cost, and this Agreement shall not be altered.
7. **Collection Policy.** The parties hereby agree that so long as there remains any outstanding and unpaid Reimbursement Fees for the Public Improvements described herein during the term of this Agreement, the City shall attempt to collect the Reimbursement Fee as set forth above from parties that develop Tax Lots within the Benefitted Property. Developer understands that there is no formal Systems Development Charges to enforce the collection of such amounts. Rather, the City agrees that it will attempt to collect such amounts pursuant to the adopted reimbursement district ordinance, related resolutions, and this Agreement. Developer understands and agrees the City has no mechanism to require payment of these amounts in situations other than as a prerequisite to the issuance of Permits.
8. **Legal Action Not Required.** Nothing contained herein shall require the City to initiate legal action or maintain the defense of any action brought against it in any form to collect the Reimbursement Fees from other parties. The City agrees to use its reasonable efforts to collect the Reimbursement Fees in the normal course of business according to the City’s standard procedures. Nothing contained herein shall be interpreted as requiring the City to pay to the Developer any amount exceeding the actual collected Reimbursement Fees. Nothing contained herein shall prohibit or limit Developer’s ability to seek collection of any outstanding and unpaid Reimbursement Fees from Commercial Developer or Subsequent Developers.
9. **Waiver of Claims.** Developer agrees that the City cannot be held liable for any of the Developer’s alleged damages, including all costs and attorney fees, under the reimbursement agreement or as a result of any aspect of the formation of the reimbursement district, or the reimbursement district process, and that the Developer waives, and is estopped from bringing, any claim of any kind, including a claim in inverse condemnation, because the Developer has benefitted by the City’s approval of its development and the required public improvements.
10. **Indemnification.** Should any party make any claim against the City after payment of such party’s Reimbursement Fees, except for the Traffic Signal Reimbursement Fee, Developer

agrees to defend and indemnify the City of Keizer for and from such claims, causes of actions, suits, complaints or other actions in connection with the collection of the Reimbursement Fees. Such claims may be settled and compromised, at no expense to the City.

11. **Term.** Pursuant to the Ordinance No. 2015-716, this Agreement shall remain in full force and effect until November 2, 2035 which is twenty (20) years from the date of formation of the reimbursement district, after which point the Agreement shall be of no further effect, and reimbursements as set forth herein shall not be required.
12. **Exhibits.** This Agreement's Exhibit 1 [KS Reimbursement Boundary], Exhibit 2 [Reimbursement District Map], and Exhibit 3 [Current Keizer Station – Area "C" Reimbursement District Cost Allocations], are attached hereto and by this reference incorporated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date and year first hereinabove written.

KS REIMBURSEMENT, LLC,
an Oregon limited liability company

CITY OF KEIZER, an
Oregon municipal
corporation

By: Mountain West Investment Corporation,
An Oregon Corporation
Its: Manager

By: _____
Christopher C. Eppley,
City Manager

By: _____ Dated: _____
Lawrence E. Tokarski,
President

APPROVED AS TO FORM:

Dated: _____

By: Mountain West Senior Housing LLC,
An Oregon limited liability company
Its: Manager

Keizer City Attorney

By: _____
Chris Jundt,
Manager

Dated: _____

CITY COUNCIL MEETING: August 2, 2021**AGENDA ITEM NUMBER: _____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: R. WES HARE, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: AMENDING THE VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PROGRAM – PLAN NUMBER 803817

The Council adopted the ICMA Retirement Corporation's VantageCare Retirement Health Savings Program Plan Number 803817 on August 20, 2018 by Resolution R2018-2901. A request was made to change the amount of contributions. While reviewing the Plan to determine steps needed to amend the amount of contributions, it was determined that the classifications and contribution amounts should be updated as well as adding a contribution source to be open for a plan transfer.

There is no fiscal impact to the City with this program for non-represented employees. The program is funded entirely by employee withholdings.

The attached Resolution amends the plan as follows:

1. We are removing one classification (position no longer in use), changing the contribution level for 3 classifications and adding 4 more classifications for a new total of 10 classifications. It is important to note that one of the classifications includes an additional 1% increase for each of the subsequent 4 years following the increase for this year.
2. We have another RHS plan in place from some represented employees that is an employer paid plan and there are employees who have been promoted and are no longer eligible for that plan. Providing the opening for a plan-to-plan transfer will allow these employees to transfer the funds in that plan to the employee-paid plan so they only have to deal with one account. In short, we want them to be able to transfer funds from Plan Number 803154 to Plan Number 803817 should they choose to do so.

To accomplish the amendments, I have enclosed a Resolution for your review.

RECOMMENDATION:

Adopt the attached Resolution Amending the ICMA Retirement Corporation's VantageCare Retirement Health Savings Plan Number 803817.

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

ESJ/tmh

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2021-_____
45 AMENDING THE VANTAGECARE RETIREMENT HEALTH
6 SAVINGS (RHS) PROGRAM – PLAN NUMBER 803817
78 WHEREAS, the City of Keizer has established and maintains a retiree health
9 savings plan in the form of the ICMA Retirement Corporation’s VantageCare
10 Retirement Health Savings Program – Plan Number 803817 (the “Plan”);11 WHEREAS, the assets of the Plan are held in trust for the exclusive benefit of
12 Plan participants and their spouses and dependents, and shall not be diverted to any other
13 purpose prior to the satisfaction of all liabilities of the Plan;14 WHEREAS, an amendment to the Plan to allow for updated classifications and
15 contribution amounts is recommended;16 WHEREAS, an amendment to the Plan to allow for transfers from one plan to
17 this Plan is recommended;18 WHEREAS, the City Council desires to make the appropriate amendments to the
19 Plan and authorize the City Manager and the Human Resource Director to revise the
20 classifications and contribution amounts in the future without further Council action if
21 there is no budgetary impact;22 NOW, THEREFORE,
23
24

1 BE IT RESOLVED by the City Council of the City of Keizer that the ICMA
 2 Retirement Corporation's VantageCare Retirement Health Savings Program Plan
 3 Number 803817 is amended as attached hereto.

4 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the
 5 Human Resource Director is authorized to sign the attached documentation to amend the
 6 Plan.

7 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the
 8 City Manager and the Human Resource Director are authorized to amend the Plan with
 9 regard to classifications and contribution amounts in the future without further Council
 10 action if there is no budgetary impact.

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

13 PASSED this _____ day of _____, 2021.

14
 15 SIGNED this _____ day of _____, 2021.

16
 17
 18
 19
 20
 21

 Mayor

 City Recorder



VantageCare Retirement Health Savings (RHS) PLAN AMENDMENT PACKET

To amend your existing RHS Plan, please complete the entire Adoption Agreement, including items that are not being amended. When you send your amendment to ICMA-RC, please summarize the changes in your cover letter.

Please note that ICMA-RC does not require the use of a resolution to amend the plan. Should you require legislative action, you may use the Suggested Resolution for Amendment on the following page. If you do not require legislative action, you may complete the Suggested Affirmative Statement for Amendment which follows.

When amending the RHS Plan, you should consider nondiscrimination rules. Please review the information in Nondiscrimination Requirements document included in this packet.

Once the amendment is completed, retain a copy for your records and send the original with the cover letter and either the resolution or the affirmative statement to ICMA-RC as follows:

Via Mail

ICMA-RC
Attn – Plan Adoption Services
Suite 600
777 North Capitol Street, NE
Washington, DC 20002-4240

Via Facsimile

202-962-4601
Attn – Plan Adoption Services

Via Email

PlanAdoptionServices@icmarc.org
Attn - Plan Adoption Services

You will receive notification that your amendment has been received and accepted.



**EMPLOYER VANTAGECARE
RETIREMENT HEALTH SAVINGS (RHS)
ADOPTION AGREEMENT**

VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) ADOPTION AGREEMENT

Plan Number: 8 03817

Select as applicable: ☐ Standalone RHS ☐ Integrated RHS ☒ Amendment to Existing Plan

I. Employer Name: City of Keizer State: Oregon

II. The Employer hereby attests that it is a unit of a state or local government or an agency or instrumentality of one or more units of a state or local government.

III. Plan Dates:

A. Plan Amendment Effective Date 8/02/2021

B. Plan Year: Enter the annual accounting period for the RHS program. July 1 - June 30

IV. The Employer intends to utilize the Trust to fund only welfare benefits pursuant to the following welfare benefit plan(s) established by the Employer: N/A

V. Eligible Groups, Participation and Participant Eligibility Requirements

A. Eligible Groups

The following group or groups of Employees are eligible to participate in the Employer's welfare benefits plan identified in Section IV. (check all applicable boxes):

- ☐ All Employees
- ☐ All Full-Time Employees
- ☐ Non-Union Employees
- ☐ Public Safety Employees – Police
- ☐ Public Safety Employees – Firefighters
- ☐ General Employees
- ☐ Collectively-Bargained Employees (Specify unit(s)) _____
- ☒ Other (specify group(s)) See Exhibit A

The Employee group(s) specified must correspond to a group(s) of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other documents or provisions in effect in the state or locality of the Employer.

B. Participation

Mandatory Participation: All Employees in the covered group(s) are required to participate in the Plan and shall receive contributions pursuant to Section VI.

If the Employer's underlying welfare benefit plan is in whole or part a non-collectively bargained plan that allows reimbursement for medical expenses other than insurance premiums, the nondiscrimination requirements of Internal Revenue Code (IRC) Section 105(h) will apply. These rules may impose taxation on the benefits received by highly compensated individuals if the Plan discriminates in favor of highly compensated individuals in terms of eligibility or benefits. The Employer should discuss these rules with appropriate counsel.

C. Participant Eligibility Requirements

1. Minimum service: The minimum period of service required for participation is N/A (write N/A if no minimum service is required).
2. Minimum age: The minimum age required for eligibility to participate is N/A (write N/A if no minimum age is required).

VI. Contribution Sources and Amounts

A. Definition of Earnings

The definition of Earnings will apply to all RHS Contribution Features that reference "Earnings", including Direct Employer Contributions (Section VI.B.1.) and Mandatory Employee Compensation Contributions (Section VI.B.2.).

Definition of earnings: N/A - Flat \$ Amount

B. Direct Employer Contributions and Mandatory Contributions

1. Direct Employer Contributions

The Employer shall contribute on behalf of each Participant

- ☐ _____ % of Earnings*
☐ \$ _____ each Plan Year
☐ A discretionary amount to be determined each Plan Year
☒ Other (describe): Plan-to-Plan Transfer Assets

2. Mandatory Employee Compensation Contributions

The Employer will make mandatory contributions of Employee compensation as follows:

- ☒ Reduction in Salary - _____ % of Earnings or \$ Exhib. A will be contributed for the Plan Year.
☐ Decreased Merit or Pay Plan Adjustment - All or a portion of the Employees' annual merit or pay plan adjustment will be contributed as follows:

An Employee shall not have the right to discontinue or vary the rate of Mandatory Contributions of Employee Compensation.

3. Mandatory Employee Leave Contributions

The Employer will make mandatory contributions of accrued leave as follows (provide formula for determining Mandatory Employee Leave contributions):

- ☐ Accrued Sick Leave _____
☐ Accrued Vacation Leave _____
☐ Other (specify type of leave) Accrued _____ Leave

An Employee shall not have the right to discontinue or vary the rate of mandatory leave contributions.

* Non-collectively bargained plans that reimburse medical expenses other than insurance premiums should consult their benefits counsel regarding welfare plan nondiscrimination rules if the employer elects to make contributions based on a percentage of earnings.

C. Limits on Total Contributions (check one box)

The total contribution by the Employer on behalf of each Participant (including Direct Employer and Mandatory Employee Contributions) for each Plan Year shall not exceed the following limit(s) below. Limits on individual contribution types are defined within the appropriate section above.

- ☒ There is no Plan-defined limit on the percentage or dollar amount of earnings that may be contributed.
- ☐ _____ % of earnings
 Definition of earnings: ☐ Same as Section VI.A. ☐ Other
- ☐ \$ _____ for the Plan year.

VII. Vesting for Direct Employer Contributions**A. Vesting Schedule** (check one box)

- ☐ The account is 100% vested at all times.
- ☐ The following vesting schedule shall apply to Direct Employer Contributions as outlined in Section VI.B.1.:

Years of Service Completed	Vesting Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

- B. The account will become 100% vested upon the death, disability, retirement*, or attainment of benefit eligibility (as outlined in Section IX) by a Participant.**

*Definition of retirement includes a separation from service component and is further defined by (check one):

- ☐ The primary retirement plan of the Employer
- ☐ Separation from service
- ☐ Other _____

- C. Any period of service by a Participant prior to a rehire of the Participant by the Employer shall not count toward the vesting schedule outlined in A above.**

VIII. Forfeiture Provisions

If a Participant separates from service prior to full vesting, non-vested funds in the Participant's account shall be forfeited in accordance with the box checked under this section.

Upon the death of a participant, surviving spouse, and all surviving eligible dependents (as outlined in Section XI), funds remaining in the Participant's account shall be revert to the Trust in accordance with the box checked under this section.

If a Participant permanently opts out and waives future reimbursements, as allowed under IRS Notice 2013-54, all funds in the Participant's account at the time of waiver shall be forfeited in accordance with the box checked under this section.*

- ☐ Remain in the Trust to be reallocated among all Plan Participants with a balance as Direct Employer Contributions for the next and succeeding contribution cycle(s).**
- ☒ Remain in the Trust to be reallocated on an equal dollar basis among all Plan Participants with a balance.**
- ☐ Remain in the Trust to be reallocated among all Plan Participants based upon Participant account balances.**

IX. Eligibility Requirements to Receive Medical Benefit Payments from the VantageCare Retirement Health Savings Program

A. A Participant is eligible to receive benefits:

- ☐ At retirement only (also complete Section B.)
Definition of retirement:
- ☐ Same as Section VII.B.
- ☐ Other _____
- ☐ At separation from service with the following restrictions
- ☐ No restrictions
- ☐ Other _____

B. Termination prior to general benefit eligibility: In case where the general benefit eligibility as outlined in Section IX.A includes a retirement component, a Participant who separates from service of the Employer prior to retirement will be eligible to receive benefits:

- ☐ Immediately upon separation from service
- ☐ Other _____

C. A Participant that becomes totally and permanently disabled

- ☐ as defined by the Social Security Administration
- ☒ as defined by the Employer's primary retirement plan
- ☐ other _____

will become immediately eligible to receive medical benefit payments from his/her account under the Employer's welfare benefits plan.

D. Upon the death of the Participant, benefits shall become payable as outlined in Section XI.

** If the Employer's RHS Program does not limit eligibility to participants who have separated from service, the employer will be required to provide further direction to ICMA-RC regarding the treatment of possible contributions that are required to be made following the participant's waiver.*

*** If the forfeited balance is small whereby the reallocation amount to each Plan Participant with a balance is minimal, the assets will revert to employer's forfeiture account for further direction from the employer. If there are participants without a balance who should receive forfeiture assets, please provide alternative instructions to ICMA-RC on the forfeiture reallocation notice.*

Benefits eligible for reimbursement consist of:

- ☒ All Medical Expenses eligible under IRC Section 213 other than (i) direct long-term care expenses, and (ii) expenses for medicines or drugs which are not prescribed drugs (other than insulin).
- ☐ The following Medical Expenses eligible under IRC Section 213 other than (i) direct long-term care expenses, and (ii) expenses for medicines or drugs which are not prescribed drugs (other than insulin). Select only the expenses you wish to cover under the Employer's welfare benefits plan:
 - ☐ Medical Insurance Premiums
 - ☐ Medical Out-of-Pocket Expenses*
 - ☐ Medicare Part B Insurance Premiums
 - ☐ Medicare Part D Insurance Premiums
 - ☐ Medicare Supplemental Insurance Premiums
 - ☐ Prescription Drug Insurance Premiums
 - ☐ COBRA Insurance Premiums
 - ☐ Dental Insurance Premiums
 - ☐ Dental Out-of-Pocket Expenses*
 - ☐ Vision Insurance Premiums
 - ☐ Vision Out-of-Pocket Expenses*
 - ☐ Qualified Long-Term Care Insurance Premiums
 - ☐ Non-Prescription medications allowed under IRS guidance*
 - ☐ Other qualifying medical expenses (describe)*

** Non-collectively bargained plans that reimburse medical expenses other than insurance premiums should consult their benefits counsel regarding welfare plan nondiscrimination rules if the employer elects to make contributions based on a percentage of earnings.*

XI. Benefits After the Death of the Participant

In the event of a Participant's death, the following shall apply:

A. Surviving Spouse and/or Surviving Dependents

Upon the death of a participant, the surviving spouse and/or surviving eligible dependents (as defined in Section XII.D.) of the deceased Participant are immediately eligible to maintain the Participant's RHS account and utilizing the remaining balance to fund eligible medical benefits specified in Section X above. The account balance may be reallocated* by the surviving spouse or dependents.

** Before investing, please read the applicable fund disclosure materials carefully for a complete summary of all fees, expenses, investment objectives and strategies, and risks. This information is available when you log in at www.icmarc.org/login, or upon request by calling (800) 326-7272.*

If a Participant's account balance has not been fully utilized upon the death of the eligible spouse, the account balance may continue to be utilized to pay benefits of eligible dependents. Upon the death of all eligible dependents, the account will revert in accordance with the Employer's election under Section VIII of the *VantageCare RHS Adoption Agreement*.

B. No Surviving Spouse or Surviving Dependents

If there are no living spouse or dependents at the time of death of the Participant, the account will revert in accordance with the Employer's election under Section VIII of the *VantageCare RHS Adoption Agreement*.

XII. The Plan will operate according to the following provisions:**A. Employer Responsibilities**

1. The Employer will submit all VantageCare Retirement Health Savings Plan contribution data via electronic submission.
 2. The Employer will submit all VantageCare Retirement Health Savings Plan Participant status updates or personal information updates via electronic submission. This includes but is not limited to termination notification, benefit eligibility, and vesting notification.
- B.** Participant account administration and asset-based fees will be paid through the redemption of Participant account shares, unless agreed upon otherwise in the Administrative Services Agreement.
- C.** Assignment of benefits is not permitted. Benefits will be paid only to the Participant, his/her Survivors, the Employer, or an insurance provider (as allowed by the claims administrator). Payments to a third-party payee (e.g., medical service provider) are not permitted with the exception of reimbursement to the Employer or insurance provider (as allowed by the claims administrator).
- D.** An eligible dependent is (a) the Participant's lawful spouse, (b) the Participant's child under the age of 27, as defined by IRC Section 152(f)(1) and Internal Revenue Service Notice 2010-38, or (c) any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.
- E.** The Employer will be responsible for withholding, reporting and remitting any applicable taxes for payments which are deemed to be discriminatory under IRC Section 105(h), as outlined in the *VantageCare Retirement Health Savings Employer Manual*.

XIII. Employer Acknowledgements

- A.** The Employer hereby acknowledges it understands that failure to properly fill out this *VantageCare Retirement Health Savings Adoption Agreement* may result in the loss of tax exemption of the Trust and/or loss of tax-deferred status for Employer contributions.
- B.** ☒ Check this box if you are including supporting documents that include plan provisions.

EMPLOYER SIGNATURE

By: _____

Date: _____

Title: City Manager

Attest: _____

Date: _____

Title: Human Resources Director



SUGGESTED RESOLUTION FOR AMENDMENT

AND

SUGGESTED AFFIRMATIVE STATEMENT FOR AMENDMENT

**SUGGESTED RESOLUTION FOR AMENDMENT OF THE
VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PROGRAM**

Plan Number: _____

Name of Employer: _____ State: _____

Resolution of the above-named Employer (the "Employer"):

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the amendment of its existing retiree health savings plan for such employees serves the interests of the Employer and Employees.

NOW, THEREFORE BE IT RESOLVED, that the Employer hereby amends the Plan in the form of the ICMA Retirement Corporation's VantageCare Retirement Health Savings program.

I, _____, Clerk of the _____ of _____, do hereby certify that the foregoing resolution, proposed by _____, was duly passed and adopted in the _____ of the _____ of _____, at a regular meeting thereof assembled this _____ day of _____, 20____, by the following vote:

AYES:

NAYS:

ABSENT:

(Seal)

Clerk's Signature: _____

Clerk's Title: _____

Date: _____

**SUGGESTED AFFIRMATIVE STATEMENT FOR AMENDMENT OF THE
VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PROGRAM**

Plan Number: _____

Name of Employer: _____ State: _____

Affirmative Statement of the above-named Employer (the "Employer"):

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the amendment of its existing retiree health savings plan serves the interests of the Employer and its Employees; and

NOW THEREFORE, as a duly authorized agent of the Employer, I hereby:

AMEND the Employer's Plan in the form of the ICMA Retirement Corporation's VantageCare Retirement Health Savings program.

DATE: _____

Title of Designated Agent

Signature



Retiree Health Program Nondiscrimination Requirements

Important Information on Welfare Plan Nondiscrimination Rules

AN EMPLOYER'S RETIREE HEALTH PROGRAM (I.E., VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PLAN/401(H) RETIREE HEALTH ACCOUNT) will generally be covered by nondiscrimination requirements that are already applicable to the employer's other health and welfare plans (under Internal Revenue Code Section 105(h)).

However, please note that nondiscrimination requirements will not adversely impact your Retiree Health Program (Program) in the following scenarios:

- A. If the Program is limited to one or more collective bargaining groups that bargained regarding health benefits and the Program provides for fixed dollar contributions for all employees.
- B. If the Program limits reimbursements to insurance premiums only (health insurance premiums, Medicare supplemental insurance premiums, Medicare Part B insurance premiums COBRA insurance premiums, long-term care insurance premiums).

Premium-Only Programs are currently excluded from nondiscrimination testing. However, under the Affordable Care Act, Premium-Only Programs will likely be subject to nondiscrimination testing upon future IRS guidance.

If the Program does not fall into one of the two scenarios above, health and welfare nondiscrimination requirements may adversely impact your Plan.

Generally speaking, if your program does not fall under one of the two scenarios above, the following requirements apply:

1. An IRS-approved proportion of your employees must be covered. For instance, coverage must be extended to at least 70 percent of employees

(excluding part-time and seasonal employees, employees under age 25, employees with less than three years of service, and collectively bargained employees). Once the employer identifies the applicable coverage group, up to 30 percent of that group can be excluded.¹

2. Benefits must be provided on a substantially equal basis to all covered employees. What this means, in practical terms, is that contributions must be substantially equal for each participant, and thus cannot be determined as a percentage of compensation or based on age or years of service. A fixed dollar contribution would comply.

Please note that "failure" to meet the nondiscrimination requirements does not result in "disqualification" of the Program. The ramifications of not meeting the requirements are that "excess benefits" paid to "highly compensated individuals" that participate in the RHS plan are taxable as W-2 income to the participant.

An excess benefit is generally equal to the amount of the benefit made available to the highly compensated individuals but not made available to other employees. Highly compensated individuals will generally consist of the highest paid 25 percent of all employees.

What does all this mean?

Employers need to consider nondiscrimination requirements when developing their Program. The employer may want to consider talking to benefits counsel to determine if these rules will impact its participants. Should an employer establish a program that does not fall under scenario A or B above and does not meet the nondiscrimination requirements, the out-of-pocket expenses paid to highly compensated employees may be taxable.

You are encouraged to discuss the results with a tax or benefits advisor because the IRS rules are complex.

¹ There may be additional ways that your program would satisfy the nondiscrimination requirements of IRC § 105(h).

**VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS)
PLAN AMENDMENT – EXHIBIT A**

The following City of Keizer Classifications with hire dates on or before August 1, 2021 are eligible to participate in the City of Keizer ICMA-RC Vantagecare Retirement Health Savings Plan by Mandatory Contributions via Reduction of Salary in the amounts listed below:

<u>Classification</u>	<u>Amount</u>
Chief of Police	10%
City Attorney	7%
City Recorder	5%
Executive Assistant – Police	4%
GIS Technician	3%
Human Resources Director	10%
Lieutenant	6%
July 1, 2022	7%
July 1, 2023	8%
July 1, 2024	9%
July 1, 2025	10%
Public Works Permit Specialist	1%
Sergeant	1%
Support Services Supervisor	5%

CITY COUNCIL MEETING: August 2, 2021**AGENDA ITEM NUMBER: _____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: R. WES HARE, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: SALEM SEWER SYSTEM DEVELOPMENT CHARGE FOR
WASTEWATER TREATMENT FACILITIES**

Council adopted Resolution R2020-3100 establishing the amount of the sewer system development charge for wastewater treatment facilities. This charge is essentially a “pass-through” to Salem. It is separate from the transmission sewer SDC collected by Keizer for construction of new sewer lines.

In 2009, the City entered into an Intergovernmental Agreement (IGA) with the City of Salem relating to wastewater treatment. Pursuant to the IGA, the City agreed to adopt the City of Salem’s sewer system development charge for wastewater treatment facilities. It is appropriate to repeal Resolution R2020-3100 and adopt the City of Salem’s 2021 charge as contemplated under the IGA. I have attached the proposed Resolution for your consideration.

State law requires that all fees be adopted by the City Council and that public comment be accepted. There is no requirement for a formal public hearing, but the Mayor should ask if any party wants to provide comment.

RECOMMENDATION:

Allow for public comment and unless there are objections or questions, adopt the attached Resolution.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2021-_____

ESTABLISHING THE AMOUNT OF THE SEWER SYSTEM
DEVELOPMENT CHARGE FOR WASTEWATER
TREATMENT FACILITIES; **REPEALING RESOLUTION
R2020-3100**

WHEREAS, the City Council adopted Resolution R2020-3100 establishing the
sewer system development charge for wastewater treatment facilities;

WHEREAS, the City of Keizer entered into an Intergovernmental Agreement
with the City of Salem for wastewater treatment in 2009;

WHEREAS, pursuant to such Intergovernmental Agreement, the City agreed to
adopt the City of Salem sewer system development charge for wastewater treatment
facilities;

WHEREAS, it is appropriate to repeal Resolution R2020-3100 and adopt the
City of Salem's 2021 sewer system development charge for wastewater treatment
facilities effective July 1, 2021;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that effective July
1, 2021 the sewer system development charges for wastewater treatment facilities on
properties with a ¾" meter or less set by the City of Salem are hereby adopted as
follows:

Sanitary Sewer Connection Fee	\$ 48.00
SDC-Sewer Reimbursement	\$ 48.00

1	SDC-Sewer Improvement	\$106.00
2	SDC-Sewer Compliance	\$121.00
3	Automation Surcharge	<u>\$ 5.00</u>
4	Total	\$328.00

5

6 BE IT FURTHER RESOLVED the Resolution R2020-3100 (Establishing the

7 Amount of the Sewer System Development Charge for Wastewater Treatment

8 Facilities) is hereby repealed in its entirety.

9 BE IT FURTHER RESOLVED that this Resolution shall take effect

10 immediately upon the date of its passage.

11 PASSED this _____ day of _____, 2021.

12

13 SIGNED this _____ day of _____, 2021.

14

15

16

17

Mayor

18

19

20

City Recorder

CITY COUNCIL MEETING: August 2, 2021**AGENDA ITEM NUMBER: _____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: R. WES HARE, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

The Oregon Department of Administrative Services is now accepting requests for the first allocation from the Coronavirus State and Local Fiscal Recovery Fund, which was authorized by the American Rescue Plan Act (ARPA). As part of the process, the City is required to sign the award terms and conditions and the assurances of compliance with Title VI. The maximum amount allocated to Keizer is \$8,815,890.48. The first allocation is \$4,407,945.24.

This is not a reimbursement program. Therefore, the City does not need to spend the money first. There are guidelines are what the City can expend the funds on though. A Work Session is scheduled for August 23, 2021 at 6:00 p.m. for staff to bring possible projects for Council consideration.

RECOMMENDATION:

Adopt the attached Resolution authorizing the Finance Director to sign the terms and conditions and the assurances of compliance with Title VI.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2021-_____

AUTHORIZING FINANCE DIRECTOR TO SIGN U.S. DEPARTMENT
OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY
FUND AWARD TERMS AND CONDITIONS AND ASSURANCES OF
COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS (ARPA
FUNDS)

WHEREAS, the Oregon Department of Administrative Services is now accepting
requests for the first allocation from the Coronavirus State and Local Fiscal Recovery
Fund, which was authorized by the American Rescue Plan Act (ARPA);

WHEREAS, the City is required to sign certain U.S. Treasury documents to be
eligible for the funds;

WHEREAS, the City desires to be eligible for the funds and desires to sign the
appropriate documentation;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Finance
Director is authorized to sign the attached U.S. Department of the Treasury Coronavirus
Local Fiscal Recovery Fund Award Terms and Conditions.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the
Finance Director is authorized to sign the attached Assurances of Compliance with Civil
Rights Requirements.

1 BE IT FURTHER RESOLVED that the Finance Director or City Manager is
 2 directed and authorized to take all action necessary and appropriate in connection with
 3 such ARPA funding within the normal budgetary constraints of the City of Keizer.

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

6 PASSED this _____ day of _____, 2021.

7
 8 SIGNED this _____ day of _____, 2021.

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10

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 Mayor

 City Recorder

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

OMB Approved No. 1505-0271
 Expiration Date: November 30, 2021

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

OMB Approved No. 1505-0271
 Expiration Date: November 30, 2021

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

COUNCIL MEETING: August 2, 2021

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: Wes Hare, City Manager

FROM: Tim Wood, Finance Director

SUBJECT: Authorization to enter into a five-year agreement with Quadient Leasing USA Inc (Quadient) for the lease of an IX7 mailing machine.

BACKGROUND: The City entered into a five-year agreement with Neopost (now Quadient) for a mailing machine in October 2016. That agreement is set to expire in September 2021. Due to changes in technology and postal requirements the existing mailing machine will no longer be supported at the end of the lease term.

Staff has identified a comparable mailing machine available through the State of Oregon purchasing cooperative. The City would like enter into an agreement with Quadient for an IX7 mailing machine using the State of Oregon purchasing contract no 7686.

FISCAL IMPACT: The IX7 mailing machine will cost \$335.52 per month or \$4,026.24 a year. This expense is covered by existing budget appropriations included in the Fiscal Year 2021-22 City of Keizer Adopted Budget.

RECOMMENDATION: Staff recommends the City Council authorize the Finance Director to enter into a five-year agreement with Quadient Leasing USA Inc to lease a mailing machine using the State of Oregon purchasing contract no. 7686.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2021-_____

AUTHORIZING THE FINANCE DIRECTOR TO ENTER
INTO LEASE AGREEMENT WITH QUADIENT
LEASING USA INC. FOR CITY HALL POSTAGE
MACHINE

WHEREAS, the City of Keizer has been utilizing a leasing program for the postage machine
for the last several years;

WHEREAS, the postage machine is at the end of its life and the expiration date of the current
agreement is at the end of September 2021;

WHEREAS, the City has determined procurement through the Oregon Cooperative
Procurement Program (ORCPP) provided the best price of \$335.52 per month from Quadient Leasing
USA Inc.;

WHEREAS, State of Oregon Contract No. ADSP016-169901 authorizes ORCPP participants
to use Contract No. 7686 to lease postage machines from Quadient Leasing USA Inc.;

WHEREAS, the lease has been included in the approved 2021-2022 fiscal year budget and
will be included in upcoming fiscal year budgets until the termination date;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Finance Director is
hereby authorized to sign the Purchase Order for a five-year lease agreement with Quadient Leasing
USA Inc. as outlined on the attached Purchase Order.

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

3 PASSED this _____ day of _____, 2021.

4
5 SIGNED this _____ day of _____, 2021.

6
7
8 _____
9 Mayor

10
11 _____
12 City Recorder

Customer

Organization	CITY OF KEIZER		
DBA			
Address	930 CHEMAWA RD NE		
City State Zip	KEIZER	OR	97303-3716
Phone	(503) 856-3414	Fax	

Purchase Order - Lease

NASPO/ValuePoint Contract #: ADSPO 16-169901

and / or

State Participating Addendum (PA) #: 7686 (OR)

Vendor

Company Name	Quadient Leasing USA Inc. FEDERAL ID# 94-2388882		
Attention	Government Sales		DUNS# 150836872
Address	478 Wheelers Farms Rd		
City State Zip	Milford		CT 06461
Phone	(866) 448-0045	Fax	(203) 301-2600

Ship To

Organization	CITY OF KEIZER		
Attention	TIM WOOD		
Address	930 CHEMAWA RD NE		
City State Zip	KEIZER	OR	97303-3716
Phone	(503) 856-3414	Email	woodt@keizer.org

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing

QTY	Unit	Description	Unit Price	Total
60	Months	Lease Payment	\$335.52	\$20,131.20

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

Products

QTY	Product ID	Description
1	IX7	iX-7 Series Base w/ Mixed Size Feeder, Sealer, Drop Tray & Ink Cartridge
1	IXWP10	IX Series 10 lb Weighing Platform
1	WP10STDN	10lb Scale Stand for IXWP10, ISWP10 & INWP10
1	IXDS7	Dynamic Weighing Platform for IX Series 7/7PRO Bases

1) Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number ADSPO16-169901. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

2) Payments will be sent to:
 Quadient Leasing USA Inc.
 Dept 3682
 PO Box 123682
 Dallas TX 75312-3682

3) Send all correspondence to:
 Quadient Leasing USA Inc.
 478 Wheelers Farms Rd
 Milford CT 06461

 Authorized by

 Date

 Print Name

 Title

THIS PURCHASE IS PLACED AGAINST THE STATE OF OREGON MASTER AGREEMENT NO. ADSPO16-169901 THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THE ASSOCIATED PARTICIPATING ADDENDUM ENTERED INTO BY THE STATE OF OREGON, CONTRACT NO. 7686 APPLY TO THIS PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

Existing PO # Neopost 9-20-16 will be used for payments on current lease N1609245 through 10/02/2021. This PO for new lease will begin 10/03/2021



Why Wait Program Agreement

The Quadient Leasing Why Wait program entitles you to upgrade your Quadient equipment up to 6 months prior to the end of the term of your Current Lease. Your new lease term will automatically commence and billing will begin after your Current Lease has reached the end of its current term. The transition from your Current Lease to the New Lease will be seamless.

By electing to participate in this program, you agree to the following:

- You agree to continue making payments on lease number N16092455 through the end of its Initial Term or, if applicable, the current Renewal Term.
- The term of the new lease, being signed concurrently with this agreement, ("New Lease") will commence when the Current Lease reaches the end of its Initial Term or, if applicable, the current Renewal Term.
- The Products that are subject to the Current Lease will be replaced with the Products identified in the New Lease for the remainder of the Current Lease's Initial Term or, if applicable, the current Renewal Term.
- If a subscription to the Impress Platform is included on the New Lease, then any associated Usage Fees will be in addition to the payments on the Current Lease and the New Lease.
- The replaced products from the Current Lease must be returned to us within thirty (30) days of the effective date of this agreement.

Company: CITY OF KEIZER

Signature: _____

Name (printed): _____

Title: _____

Date: _____

Company: Quadient Leasing USA Inc.

Signature : _____

Name (printed): _____

Title: _____

Date: _____

CITY COUNCIL MEETING: August 2, 2021**AGENDA ITEM NUMBER: _____****TO: MAYOR CLARK AND CITY COUNCIL MEMBERS****THROUGH: WES HARE
CITY MANAGER****FROM: BILL LAWYER
PUBLIC WORKS DIRECTOR****SUBJECT: 2021 WINDSOR ISLAND ROAD N PAVEMENT REPAIRS****DATE: July 26, 2021****BACKGROUND:**

Windsor Island Road N is designated as a Collector street in the adopted City of Keizer Transportation System Plan. The section of this collector street from Chemawa Road N to Lockhaven Drive N has various areas, approximately 12,625 square feet that are failing and need to be structurally repaired prior to re-surfacing the street. Re-surfacing is planned to occur in the summer of 2022.

Public Works solicited bids for the project and scheduled the work to be done near the end of the fall construction period in an attempt to obtain favorable pricing for the project. Only 2 bids were received for this project and they ranged from \$479,143.00 to \$259,962.40, with Knife River Corp. NW submitting the lowest bid. The engineers estimate for this project was \$210,000.00

FISCAL IMPACT:

Funding is available in the City Council adopted FY 21-22 Street Fund Capital Outlay budget.

RECOMMENDATION:

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager to enter into a contract with Knife River Corp. NW. in the amount of \$259,962.40 for the 2021 Windsor Island Road Pavement Repair Project.

Please contact me with any questions or concerns.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2021-_____

AUTHORIZING THE CITY MANAGER TO AWARD AND
ENTER INTO AN AGREEMENT WITH KNIFE RIVER CORP. NW
FOR WINDSOR ISLAND ROAD NORTH PAVEMENT REPAIRS

WHEREAS, the Public Works Department is planning to resurface Windsor Island Road
in the summer of 2022;

WHEREAS, a portion of Windsor Island Road North is failing and needs to be
structurally repaired prior to resurfacing;

WHEREAS, bids for the repair of a portion of Windsor Island Road North were
solicited;

WHEREAS, two bids for this project were received. Knife River Corp. NW submitted
the low bid for a total amount of \$259,962.40. The City Engineer has reviewed and certified the
bids;

WHEREAS, a notice of intent to award the bids was sent to the bidders on July 26,
2021;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is
hereby authorized to award the contract to and enter into an agreement with Knife River Corp.
NW for a total cost of \$259,962.40 for repairs of a portion of Windsor Island Road North.
Funding for this project is from the Street Fund.

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

3 PASSED this _____ day of _____, 2021.

4
5 SIGNED this _____ day of _____, 2021.

Mayor

City Recorder

COUNCIL MEETING: August 2, 2021

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: Wes Hare, City Manager

FROM: Tim Wood, Finance Director

SUBJECT: Authorization to enter into a five-year agreement with Ricoh USA Inc (Rico) for the lease of five photocopy machines.

BACKGROUND: The City entered into a five-year agreement with Ricoh in 2016 for the lease of four photocopy machines. The photocopy machines are located in the following areas; Council Chambers, Municipal Court, Police Evidence and Human Resources. The agreement expires in August 2021 at which time the photocopy machines will no longer be under warranty or a maintenance agreement.

Staff has identified comparable replacement photocopy machines available through the State of Oregon's Participating Addendum #9491 to the State of Colorado's Master Agreement with Ricoh.

In addition, the City would like to add a fifth photocopy machine to be located in the Police Criminal Investigations Unit to support the detectives and officers assigned to support the Salem Keizer School District.

FISCAL IMPACT: The five copiers will cost a total of \$179.93 a month or \$2,159.16 a year. This expense is covered by existing budget appropriations in the Fiscal Year 2021-22 City of Keizer Adopted Budget.

RECOMMENDATION: Staff recommends the City Council authorize the Finance Director to enter into a five-year agreement with Ricoh to lease five photocopy machines.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2021-_____

AUTHORIZING THE FINANCE DIRECTOR TO ENTER
INTO LEASE AGREEMENT WITH RICOH USA INC FOR
COUNCIL CHAMBERS, MUNICIPAL COURT, POLICE
EVIDENCE, HUMAN RESOURCES AND CRIMINAL
INVESTIGATIONS UNIT COPIERS

WHEREAS, the City of Keizer has been utilizing a leasing program for copier machines for
the last few years;

WHEREAS, the copier lease for the Council Chambers, Municipal Court, Police Evidence,
and Human Resources are at the end of their five-year agreement with Ricoh USA Inc;

WHEREAS, the City has determined procurement through the Oregon Cooperative
Procurement Program (ORCPP) provided the best price of \$179.93 per month from Ricoh USA Inc.;

WHEREAS, State of Oregon Contract authorizes ORCPP participants to use Contract No.
9491 to lease copiers from Ricoh USA Inc. by issuance of a Purchase Order;

WHEREAS, the lease has been included in the approved 2021-2022 fiscal year budget and
will be included in upcoming fiscal year budgets until the termination date;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Finance Director is
hereby authorized to sign the Purchase Order for a five-year lease agreement with Ricoh USA Inc. as
outlined on the attached Purchase Order.

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

3 PASSED this _____ day of _____, 2021.

4
5 SIGNED this _____ day of _____, 2021.

6
7
8 _____
9 Mayor

10
11 _____
12 City Recorder



City of Keizer

P.O. Box 21000
Keizer, Oregon 97307-1000
Phone: 503-390-3700

Purchase Order
Number

Ricoh 2021-07

TO
Ricoh USA Inc

PO Box 1000345

Pasadena, CA 91189-0345

SHIP TO/BILL TO
City of Keizer

930 Chemawa Rd NE

Keizer, OR 97303

PLEASE ENTER OUR ORDER FOR THE FOLLOWING:

THIS PURCHASE IS SUBJECT TO THE STATE OF COLORADO, MASTER AGREEMENT NO. 140602 AND PARTICIPATING ADDENDUM #9491. THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THE PARTICIPATING ADDENDUM APPLY TO THIS PURCHASE AND TAKE PRECEDENCE OVER ALL OTHER CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN.

Qty: (2) RICOH IMC300F Configurable Color (Copy, Print, Scan, Fax Unit) @ 44.62 per unit

- Operating Lease 60 months
- Monthly Lease Price: \$89.24

Qty: (3) RICOH IM350F Configurable PTO B&W (Copy, Print, Scan, Fax Unit) @ 30.23 per unit

- Operating Lease 60 months
- Monthly Lease Price: \$90.69

Customer Contact: Jeff Heyen, 503-856-3420, heyenj@keizer.org

Timothy E. Wood

PURCHASING AGENT



MINUTES
KEIZER CITY COUNCIL
Monday, July 19, 2021
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 7:00 pm. Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Elizabeth Smith, Councilor
Roland Herrera, Councilor
Daniel Kohler, Councilor
Kyle Juran, Councilor
Laura Reid, Councilor

Staff:

Wes Hare, Interim City Manager
Shannon Johnson, City Attorney
Tim Wood, Finance Director
Bill Lawyer, Public Works Director
John Teague, Police Chief
Shane Witham, Planning Director
Machell DePina, Human Resources
Debbie Lockhart, Deputy City Recorder

Absent:

Ross Day, Councilor

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

**SPECIAL ORDERS
OF BUSINESS**

PROCLAMATION: August 3, 2021 National Night Out. Mayor Clark read the proclamation.

**COMMITTEE
REPORTS**

Dustin Karstetter, Keizer, reviewed actions taken at the most recent Parks Advisory Board meeting including discussion about the Master Plan update, award of a grant to Capitol City Disc Golf and approval of a new band for the KRA Summer Concert Series.

PUBLIC COMMENT

Julianne Jackson, Keizer, shared stories of police harassment endured by young people of color noting that Keizer is their home, their families pay taxes and work hard and they deserve to be treated fairly.

Sarah Grantham, Salem, voiced support for Ms. Jackson, questioned if there was a training module of protocol relating to children, and voiced dismay that children of color are afraid to play outdoors because of potential police harassment. Chief Teague indicated that he would contact Ms. Grantham and Ms. Jackson to address their concerns.

Rich Rodriguez, Keizer, showed a slide presentation about police vehicles and CO2 emissions.

Hersch and Maryann Sangster, Keizer, announced the upcoming Monster Cookie Ride and Mini-Cookie Ride and shared information regarding registration.

PUBLIC HEARING

a. Marion County Community Development Block Grant 2021-2025 Consolidated Plan

Mayor Clark opened the Public Hearing.

Planning Director Shane Witham summarized his staff report noting that in future years a notice of funds availability will come out which will give partners access to projects involving making affordable, existing housing available for purchase. It is a County program so Commissioners will make the final decisions and manage the program.

Kathy Lincoln, Keizer, voiced support for the Plan and urged that existing buildings be rehabilitated as part of the program and that the City form a specific department to work with the County and provide more affordable housing to residents of Keizer.

With no further testimony Mayor Clark closed the Public Hearing.

ADMINISTRATIVE ACTION

a. RESOLUTION – Approving the City Engineer’s Report; Declaring the City’s Intent to Form Aubrey Glenn Street Lighting Local Improvement District

Interim City Manager, Wes Hare, explained that Street Lighting Local Improvement Districts are fairly common in many cities and this is the first step in getting one in place.

Councilor Smith moved that the Keizer City Council approve a resolution Approving the City Engineer’s Report; Declaring the City’s Intent to Form Aubrey Glenn Street Lighting Local Improvement District; Providing Notice and Setting Hearing. Councilor Reid seconded. Motion passed as follows:

AYES: Clark, Reid, Herrera, Smith, Kohler and Juran (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Day (1)

b. RESOLUTION – Authorizing Interim City Manager and Public Works Director to Sign 2021-2024 Collective Bargaining Agreement

City Attorney Shannon Johnson summarized his staff report.

Councilor Smith moved that the Keizer City Council approve a resolution Authorizing Interim City Manager and Public Works Director to Sign 2021-2024 Collective Bargaining Agreement with Laborers International Union of North America, Oregon Southern Idaho District Council Local 737. Councilor Reid seconded. Motion passed as follows:

AYES: Clark, Reid, Herrera, Smith, Kohler and Juran (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Day (1)

c. ORDINANCE – Repealing Ordinance No. 2021-833 (Declaring a Sixth Local State of Emergency in the City of

Mr. Johnson summarized his staff report noting that to provide clarity he felt there should be a formal repeal of the ordinance. Discussion followed regarding American Rescue Plan Act (ARPA) funds.

Councilor Smith moved that the Keizer City Council adopt a Bill for an Ordinance Repealing Ordinance No. 2021-833 (Declaring a Sixth Local State of Emergency in the City of Keizer as a Result of COVID-19 Pandemic); Declaring an Emergency. Councilor Reid seconded. Motion passed as follows:

**Keizer as a
Result of
COVID-19
Pandemic)**

AYES: Clark, Reid, Herrera, Smith, Kohler and Juran (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Day (1)

**d. RESOLUTION –
Authorizing the
Interim City
Manager to
Purchase Two
2021 Black
Dodge Durango
SXT AWD
Vehicles for
Police
Department**

Moved from Consent Calendar.

Chief Teague referred to an email he had sent noting that since the School District is willing to pay for gas-powered vehicles, purchasing hybrids would only cost the City \$10,000 per vehicle; the cost savings would be about \$500 per year (about \$4000 over the life of the vehicle) and this would be a good test for the possible move to hybrids for patrol.

Discussion followed regarding the various changes that needed to be made in the Resolution in order to make this change.

Councilor Smith moved that the Keizer City Council approve a Resolution Authorizing the Interim City Manager to Purchase Two 2021 Ford Interceptor Hybrid Vehicles for Police Department, as amended. Councilor Reid seconded. Motion passed as follows:

AYES: Clark, Reid, Herrera, Smith, Kohler and Juran (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Day (1)

**CONSENT
CALENDAR**

A. RESOLUTION – Authorizing the Interim City Manager to Purchase Two 2021 Black Dodge Durango SXT AWD Vehicles for Police Department

B. Approval of July 6, 2021 Regular Session Minutes

Councilor Smith moved for approval of the Consent Calendar. Councilor Reid seconded. Motion passed as follows:

AYES: Clark, Reid, Herrera, Smith, Kohler and Juran (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Day (1)

**OTHER BUSINESS/
STAFF UPDATES**

Interim City Manager Wes Hare shared information regarding the ARPA funds and suggested that Council consider developing a philosophy on how they want to deal with the money that will be allotted to Keizer. Mayor Clark added that she had some thoughts and suggested that a Work Session be held to discuss the issue. Council agreed by consensus to hold a Work Session on August 23.

**COUNCIL MEMBER
REPORTS**

Councilor Kohler reminded everyone of the Keizer Community Dinner, congratulated the Cal Ripkin Keizer Under 12 for winning the state championship, noted that the Marion County Fair set all time attendance records and announced Keizer volunteer openings.

Councilor Reid reported on the Latino Business Alliance and the

Homeless Alliance and Youth and Young Adults Coalition.

Councilor Herrera shared information from meetings and events he had attended, announced upcoming ones and congratulated Osvaldo Avila and Ashley Cottingham Chair and Vice Chair respectively of the Salem-Keizer School Board and Aaron Zavala who was drafted into the Texas Rangers.

Councilor Smith announced the Community Diversity Engagement Work Group meeting and SEKNA Chamber Greeters in Ben Miller Park, thanked Chief Teague for his work on the Police vehicle purchase and welcomed Interim City Manager Wes Hare.

Councilor Juran reminded everyone of the upcoming KeizerFEST August 5 through 8.

Mayor Clark reported that consideration of the ARPA funds will be a topic at the SKATS and OMPOC meetings, announced that River Road will be closed for the KeizerFEST parade, urged everyone to have a safe and fun celebration and announced the Oregon Mayors' Association Conference.

AGENDA INPUT

August 2, 2021, 7:00 p.m. - City Council Regular Session
 August 9, 2021, 6:00 p.m. - City Council Work Session - Cancelled
 August 16, 2021, 7:00 p.m. - City Council Regular Session
 August 23, 2021, 6:00 p.m. - City Council Work Session

ADJOURNMENT

Mayor Clark adjourned the meeting at 8:29 p.m.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

~ Absent ~

Councilor #2 – Ross Day

Councilor #5 – Elizabeth Smith

Councilor #3 – Kyle Juran

Councilor #6 – Daniel R. Kohler

Minutes approved: _____

Written Comments/Testimony and Submitted Documents

Randy Fultz Construction
5724 River Rd. N, Keizer, OR 97303-4433
(sold on May 21, 2021)

Concerns:

1. We were not notified about an apartment complex being built next door to our house.
2. We need a fence or wall put up to protect our children grandchildren, and pets.
3. We are concerned about the effects of the heavy equipment damaging the foundation of our house, chimney, decks, driveway, and all.
4. How close will the buildings, parking structure, and driveways be to our property?
5. How many units will there be?
6. How will the new residents' cars affect traffic flow on River Rd.?
7. How will the project be situated on the hill? Will terracing take place? What standards will be used in terracing?
8. Was the annual flooding of the creek on the property taken into consideration?
9. How will the change of the land affect the neighboring properties when the annual flooding begins? Will existing houses and structures be flooded?
10. Will the apartment complex affect property values of the single family homes in the surrounding area?

Concerned citizens,

Wayne and Lois Frey
5870 River Rd. N,
Keizer, OR 97303-4433
freywayne79@gmail.com
Cell numbers: 541-709-8873