Accessibility and Accommodation Requests
For questions about accessibility or accommodations for persons with disabilities, or to request a translator, interpreter, or other communication aids, please contact Melissa Bisset at 503-856-3412 or bissetm@keizeror.gov. The City of Keizer is committed to providing equal access to all public meetings and information per the requirements of the ADA and Oregon Revised Statutes (ORS). The Keizer Civic Center is wheelchair accessible. To provide oral comments via electronic means, please contact the City Recorder's Office no later than 2:00 p.m. on the day of the meeting. Most regular City Council meetings are streamed live through www.KeizerTV.com and cable-cast on Comcast Channel 23 within the Keizer City limits.

AGENDA

KEIZER CITY COUNCIL
REGULAR SESSION

Monday, January 6, 2025
6:00 PM
Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **FLAG SALUTE**

4. **SPECIAL ORDERS OF BUSINESS**

   a. **Welcome and Introductions - Mayor Cathy Clark**

   b. **Presentation of Life Saving Award to Officer Ben Howden**

   c. **Recognition of Outgoing City Council Member Laura Reid - Mayor Cathy Clark**

   d. **Comments from Outgoing City Council Member Laura Reid**

   e. **Recognition of Council President Shaney Starr - Mayor Cathy Clark**

   f. **Introduction of New City Council Member - Mayor Cathy Clark**

   g. **Oath of Office - Administered by City Attorney Joseph Lindsay**
   Comments by Mayor and Councilors
   Marlene Parsons - Council Position #1
   Shaney Starr - Council Position #2
   Kyle Juran - Council Position #3
   Cathy Clark - Mayor

   h. **RECEPTION**

   i. **Election of 2025-2026 City Council President**

5. **COMMITTEE REPORTS**

   a. **2025-2026 Volunteer Coordinating Committee Appointments**

   b. **Boards, Commissions, Council Committee Appointments**

6. **PUBLIC COMMENTS**

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

7. **PUBLIC HEARINGS**

   a. **OLCC Application - Change of Ownership - Limited On-Premises Sales Liquor License - Osaka Hibachi & Sushi, formerly Teriyaki Town and Sushi**

   b. **2025 Liquor License Renewals**

8. **ADMINISTRATIVE ACTION**

   a. **RESOLUTION - Authorizing the City Manager to Purchase Property at 4860 Bailey Road for $799,000**

   b. **Amending City of Keizer City Council Rules of Procedure**

9. **CONSENT CALENDAR**

   a. **Approval of December 9, 2024 Work Session Minutes**

   b. **Approval of December 16, 2024 Regular Session Minutes**

10. **OTHER BUSINESS**

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

11. **STAFF UPDATES**

12. **COUNCIL MEMBER REPORTS**

13. **AGENDA INPUT**

Saturday, January 18, 2025 - 8:00 a.m.
City Council Work Session

Tuesday, January 21, 2025 - 6:00 p.m.
City Council Regular Session

Monday, February 3, 2025 - 6:00 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

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

City of Keizer, Oregon

Proclamation

WHEREAS, the Office of City Councilor is an act of volunteer service; and
WHEREAS, the Citizens of the City of Keizer elect from among their fellow Citizens persons to serve in the Office of City Councilor; and
WHEREAS, the Office of City Councilor requires commitment and dedication to overseeing and directing the civic affairs of the City of Keizer for the benefit of all the people of Keizer; and
WHEREAS, it is right to thank and honor those who have served in the Office of City Councilor.

NOW THEREFORE, I, Cathy Clark, Mayor of the City of Keizer, together with the Keizer City Council assembled in Regular Session, do hereby proclaim that

Councilor Laura Reid

Has faithfully served the people of the City of Keizer
In the elected Office of City Councilor from January 2, 2017 to January 6, 2025

And did carry out the duties for which she was duly sworn, which have included:

- *Budget Committee*
- *Community Diversity Engagement Committee*
- *Keizer Heritage Foundation Board of Directors*
- *Keizer 40th Birthday Celebration*
- *Keizer Public Arts Commission*
- *Long Range Planning Task Force*
- *Mid-Willamette Valley Community Action Agency*
- *Personnel Policy Committee*
- *Storm Water Advisory Committee*
- *2017 Solar Eclipse events*
- *The Big Toy community build playground*
- *Keizer Festivals Advisory Board*
- *Storm water Advisory Committee*
- *Buildable Lands Inventory / Housing Needs Analysis Project Advisory Committee*
- *Council Rules and Procedures Update Work Group*
- *In addition to many years of dedicated community volunteerism*

And further proclaim sincere thanks and appreciation on behalf of the people of the City of Keizer to Councilor Laura Reid for her dedicated service.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer, Oregon to be affixed to this document this 6th day of January, 2024.

Signed: ___________________________
Cathy Clark, Mayor

City of Keizer, Oregon

Proclamation

WHEREAS, the Office of City Councilor is an act of volunteer service; and

WHEREAS, the Citizens of the City of Keizer elect from among their fellow Citizens persons to serve in the Office of City Councilor; and

WHEREAS, it is right to thank and honor those who have served in the Office of Council President.

NOW THEREFORE, I, Cathy Clark, Mayor of the City of Keizer, together with the Keizer City Council assembled in Regular Session, do hereby proclaim that

Councilor Shaney Starr

Has faithfully served the people of the City of Keizer
In the elected Office of Council President from January 2, 2023 to January 6, 2025

And did carry out the duties for which she was duly elected by her peers.

And further proclaim sincere thanks and appreciation for her service to the Keizer City Council and the people of the City of Keizer.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer, Oregon to be affixed to this document this 6th day of January, 2024.

Signed: _________________________
Cathy Clark, Mayor

OATH OF OFFICE

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

I, Marlene Parsons, being first duly sworn, upon oath say:

That I will support the Constitution of the United States, the Consitution of the State of Oregon, and the Charter, Ordinances and Regulations of the City of Keizer and that I will faithfully perform the duties of the office, to which I have been elected, to the best of my ability, for the term of my office.

DATED this 6th day of January, 2025.

____

City Councilor Position # 1

Sworn to before me this 6th day of January, 2025.

____

Joseph Lindsay
Keizer City Attorney

OATH OF OFFICE

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

I, Shaney Starr, being first duly sworn, upon oath say:

That I will support the Constitution of the United States, the Consitution of the State of Oregon, and the Charter, Ordinances and Regulations of the City of Keizer and that I will faithfully perform the duties of the office, to which I have been elected, to the best of my ability, for the term of my office.

DATED this 6th day of January, 2025.

____

City Councilor Position # 2

Sworn to before me this 6th day of January, 2025.

____

Joseph Lindsay
Keizer City Attorney

OATH OF OFFICE

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

I, Kyle Juran, being first duly sworn, upon oath say:

That I will support the Constitution of the United States, the Consitution of the State of Oregon, and the Charter, Ordinances and Regulations of the City of Keizer and that I will faithfully perform the duties of the office, to which I have been elected, to the best of my ability, for the term of my office.

DATED this 6th day of January, 2025.

____

City Councilor Position # 3

Sworn to before me this 6th day of January, 2025.

____
Joseph Lindsay
Keizer City Attorney

OATH OF OFFICE

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

I, Cathy Clark, being first duly sworn, upon oath say:

That I will support the Constitution of the United States, the Consitution of the State of Oregon, and the Charter, Ordinances and Regulations of the City of Keizer and that I will faithfully perform the duties of the office, to which I have been elected, to the best of my ability, for the term of my office.

DATED this 6th day of January, 2025.

____
Mayor

Sworn to before me this 6th day of January, 2025.

____
Joseph Lindsay
Keizer City Attorney

City Council Meeting Date: January 6, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Melissa Bisset, City Recorder

Subject: Election of 2025-2026 City Council President

Proposed Motion

I move to elect _________ as the Keizer City Council President for 2025-2026.

I. Summary

The 2020 Keizer City Charter and the Keizer City Council Rules of Procedure outline the requirement and process for electing the City Council President. The election occurs at the first City Council meeting in odd-numbered years. Any Councilors may be nominated. The Council President shall be elected by a vote of not less than four Council members.

II. Background

A. The Keizer Charter, Section 3.3 reads “At its first meeting of each odd-numbered year, the Council members shall elect a president from its membership. The Council President shall be elected by a vote of not less than four (4) council members.”

B. The City Council Rules of Procedure, Section 4.2 reads "The Council shall elect a Council President from its members by a vote of not less than four (4) Council members. This shall occur at the first meeting of the Council in each odd numbered year or before the position has been vacant for sixty (60) days. Any Councilor may be nominated, including the current Council President. In the event that no candidate receives the necessary majority vote, a second vote will be conducted. The first-place candidates shall be nominated. If there is only one first place candidate, such candidate and all second-place candidates shall be nominated. If no candidate receives a majority vote, the candidates in the second vote will draw lots to determine the Council President."

C. The Keizer Charter reads "In the mayor's absence from a council meeting, the council president shall preside. Whenever the mayor is unable to perform the functions of the office, the council president shall act as mayor". The Council Rules of Procedure states, "When the Mayor is unable to perform the functions of the office, the Council President shall act as Mayor. The Mayor may assign other duties to the Council President. If the Council President wishes to do so, they may initiate a motion for all prepared resolutions, orders and ordinances and the consent calendar unless another Councilor has requested to do so or initiates the action. The Council President shall retain all the rights and privileges of a member of the Council when acting in this capacity."

III. Current Situation

A. As outlined in the Keizer City Charter and the Council Rules of Procedure, the City Council members shall nominate and elect a Council President for the 2025-2026 term at the January 6, 2025, City Council meeting as it is the first City Council meeting in an odd-numbered year.

IV. Analysis

A. **Strategic Impact** - NA

B. **Financial** - NA

C. **Timing** - The Keizer Charter, Section 3.3 reads “At its first meeting of each odd-numbered year, the Council members shall elect a president from its membership.

D. **Policy/Legal** - The Keizer City Charter and the City Council Rules of Procedure outline the requirement and process for electing the City Council President.

V. Alternatives

A. There are no alternatives available as the election of the City Council President is required by the City Council Charter.

VI. Recommendation

Staff recommends the City Council make nominations and vote for a member of the CIty Council to serve as the 2025-2026 City Council President.

Attachments

1. Extracted page from City Charter - Excerpt - Council President_ 01 06 25
2. Extracted page from Council Rules of Procedure Adopted Following Minutes Motion on December 16 2024

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

c) The mayor serves as the political head of the City government.

Section 3.3. Council President. At its first meeting of each odd-numbered year, the council members shall elect a president from its membership. The council president shall be elected by a vote of not less than four (4) council members. In the mayor's absence from a council meeting, the council president shall preside. Whenever the mayor is unable to perform the functions of the office, the council president shall act as mayor.

Section 3.4. Rules. The council must adopt rules to govern committees, members, and proceedings.

Section 3.5. Meetings.

a) The council shall hold a regular meeting at least once each month in the City at a time and at a place which it designates.

b) The mayor may call a special council meeting at mayor's own discretion, and shall call a special meeting at the request of three council members. Any special meeting shall occur as provided under state law.

c) Special meetings of the council may also be held at any time by the common consent of all the members of the council.

d) All meetings shall be held and conducted pursuant to state law.

Section 3.6. Quorum. A majority of the members currently serving on the council, excluding vacant seats, shall constitute a quorum. In the event of an absence, a smaller number may meet and compel attendance of absent members as prescribed by council rules.

Section 3.7. Vote Required. Except as this charter or other rules or laws otherwise provide, the concurrence of a majority of the members of the council voting when a quorum of the council is present shall decide any question before the council.

Section 3.8. Record. A record of council meetings must be kept in a manner prescribed by the council rules and the laws of the state of Oregon.

Section 4
ORDINANCES

Section 4.1. Ordinances Enacting Clause. The council will exercise its legislative authority by adopting ordinances. The enacting clause for all ordinances must state "The City of Keizer ordains as follows:"

Section 4.2. Ordinance Adoption.

a) Except as authorized by subsection (b), adoption of an ordinance requires approval by a majority of the council at two meetings.

b) The council may adopt an ordinance at a single meeting if: (1) all members of the council present and voting approve the ordinance by unanimous vote; (2) the members of the council present and voting constitute a quorum of the council; and (3) the proposed ordinance is available in writing to the public at least five (5) calendar days before the meeting.

4.2 Council President – The Council shall elect a Council President from its members by a vote of not less than four (4) Council members. This shall occur at the first meeting of the Council in each odd-numbered year or before the position has been vacant for sixty (60) days. Any Councilor may be nominated, including the current Council President. In the event that no candidate receives a majority vote, a second vote will be conducted. The first place candidates shall be nominated. If there is only one first place candidate, such candidate and all second place candidates shall be nominated. If no candidate receives a majority vote, the candidates in the second vote will draw lots to determine the Council President.

When the Mayor is unable to perform the functions of the office, the Council President shall act as Mayor. The Mayor may assign other duties to the Council President. If the Council President wishes to do so, they may initiate a motion for all prepared resolutions, orders and ordinances and the consent calendar unless another Councilor has requested to do so or initiates the action. The Council President shall retain all rights and privileges of a member of Council when acting in this capacity.

SECTION 5 – DECORUM AND ORDER

5.1 Presiding Officer – During Council meetings, the Presiding Officer shall enforce the rules of the Council. In addition, the Presiding Officer has the authority to preserve decorum and decide all points of order, subject to appeal to the Council. The Presiding Officer shall enforce order and the rules set forth herein.

5.2 Council Members –

A. During Council meetings, Council members shall preserve order and decorum, confine themselves to questions or issues then under discussion, and shall not by conversation or other action, delay or interrupt the proceedings or refuse to obey the orders of the Presiding Officer or these Rules.

B. Council members shall not engage in personal attacks and shall not impugn the motives of any speaker at any time.

C. Council members shall at all times when dealing with members of the public, other Council members or staff conduct themselves in a manner appropriate to the dignity of their office.

D. Council may determine by simple majority the appropriateness of a particular event or action. However, no Council member will be required to take part in an event or action that they believe inappropriate or undignified.

E. The Mayor is the official spokesperson for the Council. Unless specifically authorized by the Mayor or the Council, Councilors shall not make any representations

City Council Meeting Date: January 6, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Melissa Bisset, City Recorder

Subject: 2025-2026 Volunteer Coordinating Committee Appointments

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Proposed Motion

No motion is necessary. Each member of the City Council will announce their appointment to the Volunteer Coordinating Committee for the 2025-2026 term.

I. Summary

The Council Rules of Procedure and Appendix "A" of Resolution R2023-3422 explain that Councilor appointments to the Volunteer Coordinating Committee will be announced, and the term will begin at the first Council meeting in January in each odd numbered year, following the general election.

II. Background

A. The Volunteer Coordinating Committee was established in the early 1990's.

B. The purpose of the Committee is to serve in an advisory capacity to the City Council and be responsible for the following:

1. Identify functions and activities where volunteers can help the City;
2. Solicit volunteers for all City Boards, Committees and Commission;
3. Solicit and match volunteer needs for special projects and activities within the City;
4. Recurit, interview, and recommend Board, Committee, and Commission appointments to the City Council;
5. Assist in the training of volunteers and public relation items pertaining to the individual Board, Commitee, and Commissions;
6. Annual recondition for the City volunteers.

III. Current Situation

A. Appointments to the Volunteer Coordinating Committee should be made for the 2025-2026 biennium.

IV. Analysis

A. **Strategic Impact** - NA

B. **Financial** - NA

C. **Timing** - The Volunteer Coordinating Committee is scheduled to meet on January 9, 2025.

D. **Policy/Legal** -

   A. The City Council Rules of Procedure - Section 18.2, states "Each Council member will make a one-member appointment to the Volunteer Coordinating Committee as allowed in Council resolution for a two-year term".

   B. Appendix "A" of Resolution R2023-3422 states "Each member of the Committee shall be appointed for a two-year term. The appointments will be announced and the term will begin at the first Council meeting in January in each odd numbered year, following the general election."

V. Alternatives

A. Follow the procedure outlined in Appendix "A" and announce the appointments to the Volunteer Coordinating Committee.

B. If an appointment is not made at this meeting, it could be announced an an upcoming City Council meeting.

VI. Recommendation

Staff recommends each member of the City Council announce their appointment to the Volunteer Coordinating Committee for the 2025-2026 term.

Attachments

1. RES_R2023-3422_1 6 24
2. Extracted pages from Council Rules of Procedure Adopted Following Minutes Motion on December 16 2024

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2023-3422

AMENDING THE VOLUNTEER COORDINATING COMMITTEE; **AMENDING RESOLUTION R2013-2328**

WHEREAS, the Council reestablished a Volunteer Coordinating Committee by Resolution R2013-2328;

WHEREAS, the Council wishes to amend the membership section to allow appointment of a Youth liaison;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that Resolution No. R2013-2328 is hereby amended in Appendix "A" by replacing Appendix "A" with the attached Appendix "A", and by this reference incorporated herein.

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

PASSED this 6th day of November, 2023.

SIGNED this 6th day of November, 2023.

Cathy Clark
Mayor

Melissa Bisset
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

Appendix "A"
City Council Committee

Name:	Volunteer Coordinating Committee
Purpose:	The Committee will serve in an advisory capacity to the City Council and shall be responsible for the following: 1. Identify functions and activities where volunteers can help the City; 2. Solicit volunteers for all City Boards, Committees and Commission; 3. Solicit and match volunteer needs for special projects and activities within the City; 4. Recruit, interview, and recommend Board, Committee, and Commission appointments to the City Council; 5. Assist in training of volunteers and public relation items pertaining to the individual Board, Committee, and Commissions; 6. Annual recognition for the City volunteers.
Membership:	The Committee shall consist of seven (7) voting members. Each of the seven (7) members shall be appointed by a member of the City Council. The member shall be appointed to a position corresponding with the position of the Council member responsible for their appointment. The Mayor will appoint a non-voting Council liaison to the Committee. The Council may appoint a non-voting Youth liaison to the Committee pursuant to the Council Rules of Procedure. The Committee will be staffed by a non-voting staff liaison to be appointed by the City Manager.
Term of Office:	Each member of the Committee shall be appointed for a two-year term. The appointments will be announced and the term will begin at the first Council meeting in January of each odd numbered year, following the general election. If an appointed member is unable to serve the term for which the member is appointed or an appointed member resigns prior to the completion of the term, the Council member responsible for this position shall appoint another individual to finish the term. If a Council office is vacant for any reason, the replacement Council member may, at their option, replace the appointed member. There will be no term limits for members of the Committee.
Chair and Vice-Chair:	The Committee will elect a Chair and Vice-Chair at the first meeting of each calendar year.

Meetings:	Members of the Committee shall establish a regular meeting date and shall meet as deemed necessary by the Chair. All meetings of the Committee shall follow Roberts Rules of Order Newly Revised and the Oregon Public Meeting Laws.
Attendance:	It is the duty of each member to attend at least 75% of the meetings each calendar year. When a member is unable to attend a meeting, the member shall notify the Chair. Members of the Committee may be removed by a two-thirds majority vote of the City Council.

vote on this third and final vote, the Council will select the replacement Councilor according to the procedure outlined in Section 17.7 – Tie Votes – Appointment Process.

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

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

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

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

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

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

18.3 Qualifications – No appointee may serve on more than two City Boards, Commissions or Committees at any one time, without Council approval. Budget Committee members are required to be appointed from the electorate. All of other City Boards, Commissions, Committee or Task Force members shall be appointed pursuant to Council Resolution, Ordinance, or applicable statute. To receive an appointment, the candidate must be 18 years of age or older on the date of appointment except where specified by resolution or ordinance.

18.4 Removal of Members of Committees, Boards, and Commissions – The Council may remove any member of any committee, board, commission, task force or any other group by a vote of at least a two-thirds majority of the Council. All members of City Boards, Commissions or Committees serve at the pleasure of the Council except as otherwise provided by law. All Council seats on City Boards, Commissions or Committees are reserved for sitting Council members; upon expiration of any Council member's term, or upon resignation, removal or death, the Council member's seat on any City Board, Commission, Committee, Outside Committee, or any other position as City representative occupied by that person shall be immediately declared vacant, and a sitting Council member appointed by the Mayor as a replacement.

18.5 Council Task Forces – Council Ad-Hoc Task Forces may be created at any time by resolution. All Council Ad-Hoc Task Forces shall have a Council member as Chair who shall be either appointed by the Mayor, or by a majority vote of the members of the committee in the absence of such appointment. Appointment of the members to Task Forces shall be by majority vote of the Council members present. Such Task Force shall report to the Council without unnecessary delay upon matters referred to them. All Council Ad-Hoc Task Forces so created shall sunset at the end of their mission, but in all events shall be reviewed in January of odd numbered years prior to Council member liaison appointment.

18.6 Council Work Groups – Council Work Groups shall consist of three Council members who shall be appointed by the Mayor at a regularly scheduled Council meeting. Such Work Group shall report to the Council without unnecessary delay upon matters referred to them. All Council Work Groups so created shall sunset at the end of their mission and final report/recommendation to the Council.

18.7 Meetings Subject to Oregon Open Meetings Law – All meetings of any City Boards, Commissions, Lay-Committees, Council Committee, Task Force, or Work Group shall be subject to and comply with the Oregon Public Meetings law.

City Council Meeting Date: January 6, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Melissa Bisset, City Recorder

Subject: Boards, Commissions, Council Committee Appointments

Proposed Motion
No motion is necessary.

I. Summary

The current City Council Rules of Procedure, Section 18.2. states "The Mayor shall make the Council member appointments for all Committees, Task Forces, Boards, Outside Committees or any other groups at the first meeting in January every odd numbered year or when necessary. The current City Council Rules of Procedure, Section 18.11 states "The Mayor shall appoint Council members to liaison and non-liaison positions for outside committees the first meeting in January every odd numbered year or when necessary". Mayor Clark has provided a list of the vacancies and council member requests for assignment which is attached to this Staff Report.

At the City Council meeting on December 16, 2024, the City Council reviewed proposed changes to the City Council Rules of Procedure, including proposed changes to the method of appointment related to Board, Commission and Committee assignments. The Council scheduled more discussion related to proposed changes to the Council Rules of Procedure at a Work Session to be held on January 18, 2025.

II. Background

A. Historically, per the Council Rules of Procedure, the Mayor has made Council member appointments for all Committees, Task Forces, Boards, Outside Committees or any other groups at the first meeting in January every odd numbered years.

III. Current Situation

The current City Council Rules of Procedure, Section 18.2. states "The Mayor shall make the Council member appointments for all Committees, Task Forces, Boards, Outside Committees or any other groups at the first meeting in January every odd numbered year or when necessary. The current City Council Rules of Procedure, Section 18.11 states "The Mayor shall appoint Council members to liaison and non-liaison positions for outside committees the first meeting in January every odd numbered year or when necessary". Mayor Clark has provided a list of appointments and it is attached to this Staff Report.

The mayor has received requests from council members for committee assignments.

IV. Analysis

A. **Strategic Impact** - NA

B. **Financial** - NA

C. **Timing** -

   A. The current City Council Rules of Procedure, Section 18.2. states "The Mayor shall make the Council member appointments for all Committees, Task Forces, Boards, Outside Committees or any other groups at the first meeting in January every odd numbered year or when necessary.

   B. Councilor Laura Reid had been serving on the Keizer Heritage Foundation. Section 2.11 of the Restated Ground Lease between the City of Keizer and the Keizer Heritage Foundation, Inc. states: "At all times during this lease, at least one Keizer City Councilor shall serve on the board of directors of Keizer Heritage, if so appointed by the Keizer City Council or Mayor".

D. **Policy/Legal** - As described above, the Council Rules of Procedure explain how and when the Council member appointments for all Committees, Task Forces, Boards, Outside Committees or any other groups take place.

V. Alternatives

A. The Mayor may make the appointments as described in the City Council Rules of Procedure, Section 18.2.

B. The Mayor may announce the appointments to hold over current Board, Commission and Committee assignments of the Council until a new method of appointment is agreed upon and to fill in the current openings with the two new Councilors, Councilor Parsons and Councilor Christopher.

C. If an appointment is not made at this meeting, it may be announced at an upcoming City Council Meeting.

VI. Recommendation

Council discuss the appointments for 2025-2026.

Attachments

1. Extracted pages from Section 18 excerpt - Council Rules of Procedure Adopted Following Minutes Motion on December 16 2024
2. Extracted pages from Excerpt from Restated Ground Lease
3. City Council and Committee Survey Results 2025-2026 (1)

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

vote on this third and final vote, the Council will select the replacement Councilor according to the procedure outlined in Section 17.7 – Tie Votes – Appointment Process.

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

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

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

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

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

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

18.3 Qualifications – No appointee may serve on more than two City Boards, Commissions or Committees at any one time, without Council approval. Budget Committee members are required to be appointed from the electorate. All of other City Boards, Commissions, Committee or Task Force members shall be appointed pursuant to Council Resolution, Ordinance, or applicable statute. To receive an appointment, the candidate must be 18 years of age or older on the date of appointment except where specified by resolution or ordinance.

18.4 Removal of Members of Committees, Boards, and Commissions – The Council may remove any member of any committee, board, commission, task force or any other group by a vote of at least a two-thirds majority of the Council. All members of City Boards, Commissions or Committees serve at the pleasure of the Council except as otherwise provided by law. All Council seats on City Boards, Commissions or Committees are reserved for sitting Council members; upon expiration of any Council member's term, or upon resignation, removal or death, the Council member's seat on any City Board, Commission, Committee, Outside Committee, or any other position as City representative occupied by that person shall be immediately declared vacant, and a sitting Council member appointed by the Mayor as a replacement.

18.5 Council Task Forces – Council Ad-Hoc Task Forces may be created at any time by resolution. All Council Ad-Hoc Task Forces shall have a Council member as Chair who shall be either appointed by the Mayor, or by a majority vote of the members of the committee in the absence of such appointment. Appointment of the members to Task Forces shall be by majority vote of the Council members present. Such Task Force shall report to the Council without unnecessary delay upon matters referred to them. All Council Ad-Hoc Task Forces so created shall sunset at the end of their mission, but in all events shall be reviewed in January of odd numbered years prior to Council member liaison appointment.

18.6 Council Work Groups – Council Work Groups shall consist of three Council members who shall be appointed by the Mayor at a regularly scheduled Council meeting. Such Work Group shall report to the Council without unnecessary delay upon matters referred to them. All Council Work Groups so created shall sunset at the end of their mission and final report/recommendation to the Council.

18.7 Meetings Subject to Oregon Open Meetings Law – All meetings of any City Boards, Commissions, Lay-Committees, Council Committee, Task Force, or Work Group shall be subject to and comply with the Oregon Public Meetings law.

18.8 Registry – The City Recorder shall prepare, keep current and retain on file in the Office of the City Recorder a list of all appointees to all City Boards, Commissions, Committees, Council Ad-Hoc Task Forces, and any other group, the date of their appointment, the length of their unexpired term, and their addresses and phone numbers.

18.9 Youth Councilor – Each school year one Youth Councilor may be appointed as a non-voting member of the Council. The Youth Councilor shall not attend executive sessions. To receive this appointment, the candidates must be Keizer residents who are either attending high school or registered home schooled students and must be between the ages of 15 and 18 except where specified by resolution or ordinance. The appointments shall be by majority vote of the Council members present, following recommendations from the Volunteer Coordinating Committee. The Youth Councilor may be assigned roles and positions by Council.

18.10 Youth Liaison – Each school year one Youth Liaison may be appointed as a non-voting member to any City Board, Committee, or Commission. To receive this appointment the candidate must be either attending high school or a registered home schooled student and must be between the ages of 15 and 18 except where specified by resolution or ordinance. The appointment shall be by majority vote of the Council members present, following a recommendation from the Volunteer Coordinating Committee.

18.11 Outside Committees – Outside Committees are those committees, boards, commissions and other types of groups not created by the City Council. They include both governmental entities, as well as non-profit organizations; e.g., Keizer Rotary, Keizer Chamber of Commerce, Salem-Keizer Area Transportation Study, Mid-Willamette Valley Council of Governments, etc. For non-Councilor appointments, the Council shall determine the appointment, following recommendation by the Volunteer Coordinating Committee. The Mayor shall appoint Council members to liaison and non-liaison positions for outside committees the first meeting in January every odd numbered year or when necessary. Each Council member shall keep the Mayor and Councilors informed of their involvement in all outside committees. The particular outside committee shall determine any attendance requirements and other matters concerning membership, voting, and procedure, subject to Council approval. Non-liaison (voting) Councilor positions may not be substituted by another Council member, unless such outside committee's rules specifically allow for such substitution.

Nothing contained herein shall prevent a Council member from being a member of any type of committee outside of these provisions. However, such membership shall be as a private citizen and not as a representative of the City of Keizer.

18.12 City Committees/Council Member Liaisons – Council member liaison positions on City committees, boards, commissions, and task forces are non-voting. Council member liaisons shall generally provide avenues of communication between their committee and the Council and shall update the Council on the general status of such committee. Generally speaking, Council members in liaison positions should refrain from expressing opinion on specific policy issues under consideration by the committee unless it is to relay known City Council positions on a particular matter. Council member liaisons are required to attend in-person unless all members are meeting electronically as provided in Section 18.14. If a Council member liaison cannot attend a meeting, they shall attempt to arrange a substitute Council member to appear and then contact the City Recorder's office. This subsection only applies to liaison positions and does not apply to Councilors appointed as voting members.

18.13 Additional Groups – No Board, Commission, Committee, Work Group, Task Force or any public body (other than the Council) may create another public body, except for subcommittees consisting only of its members. Upon recommendation by an entity, the Council may create another Group.

18.14 Electronic Meetings Limited – Except as stated below, no Board, Commission, Committee, Work Group, Task Force or other Council-created group may meet electronically, except if the meeting is scheduled for a time when a federal, state or local emergency declaration affecting all or a part of the City is in effect. At the chair's discretion and without objection from the committee, committees may hold a meeting partially or totally electronically upon a showing of a particular need.

SECTION 19 – ELECTRONIC MAIL/SOCIAL MEDIA

19.1 Electronic Mail/Social Media – The Council will observe the following guidelines when using any electronic method for correspondence or social media when dealing with public records:

a) All e-mail/social media used by the Mayor and Councilors will comply with the requirements of the Oregon Public Records Law.

b) E-mail may be used for correspondence, to schedule meetings, send informative messages, or request information from other members of the Council, the City Manager, or Department Directors. Council members shall use and keep their email accounts updated. The City shall provide sufficient equipment and software for Council members.

c) E-Mail/social media may not be used to discuss policy issues with a quorum of the Council at one time or a quorum of any other governing body in any manner which would be in violation of the Oregon Public Meeting Laws.

d) All e-mail/social media used by Council members shall only use City accounts when dealing with public records. No discussions or issues involving City business shall take place on non-City e-mail/social media accounts. This is required to be able to accurately archive these communications for public records purposes.

Federal Water Pollution Control Act (33 USC §6901 et seq.), the Federal Water Pollution Control Act (33 USC § 1257 et seq., and the *Clean* Air Act (42 USC §2001 et seq.).

2.5 Public Use Restricted. Keizer Heritage shall not suffer or permit the Premises or the Improvements or any portion to be used by the public, as such, without restriction or in such manner as might reasonably tend to impair the City's title to the Premises or Improvements or any portion, or in such manner as might reasonably make possible a claim or claims of adverse usage, adverse possession, or prescription by the public, as such, or of implied dedication, of the Premises or Improvements or any portion. Keizer Heritage acknowledges that the City does not consent, expressly or by implication, to the unrestricted use or possession of the whole or any portion of the Premises or Improvements by the public, as such.

2.6 Dedication for Rights-of-Way or Utilities. The City and Keizer Heritage agree that if and when any governmental or any other public authority requires the execution and delivery of any instrument to evidence or consummate the dedication of any street adjoining the Premises and/or if and when any governmental or any other public authority or any public utility company requires the execution and delivery of any rights of way, easements, and grants in, over, and along any such streets or in, over, under, or through the Premises (except any that may run under the Improvements) for the purpose of providing water, gas, steam, electricity, telephone, storm and sanitary sewer, or any other necessary or desirable service or facility for the benefit of the Premises or the Improvements, then both parties, without cost to either party, will execute, acknowledge, and deliver any such instrument or document as may be required.

2.7 Storage of Historical Objects. To the extent the parties agree from time to time, Keizer Heritage shall provide for the care, storage, and exhibition of any art or historical objects which the City may own or hereafter may acquire and entrust to Keizer Heritage for such purposes. Keizer Heritage shall have the right to place in storage or to return to the City any such objects which Keizer Heritage deems unsuitable for exhibition.

2.8 Operating Rules. Keizer Heritage may prescribe such rules and regulations as may be deemed necessary for the operation of the Building and the Premises. The operating hours of the Building and the Premises shall be determined by Keizer Heritage, subject to the limitations set forth in any land use approvals. Keizer Heritage agrees that maintaining the Building in reasonable fashion open to the public is a material element of this Lease.

2.9 Manager and Staff Required. Keizer Heritage shall select and supervise one person to act as manager. Keizer Heritage shall provide or arrange for the staff necessary to supervise programs and conduct public tours of the Building. Keizer Heritage shall maintain an up-to-date roster of board members and staff and shall continue to provide this updated roster to the City as part of the annual report under section 2.10 below.

2.10 Annual Reports. No later than 120 days following the end of each fiscal year, Keizer Heritage shall submit to the City a detailed report of the operations and transactions of Keizer Heritage in connection with the operation of the Building. This shall include a summary of activities, financial statements, including a detailed revenue and expense statement. Such financial statements shall include, but shall not be limited to the balance and activity on the established sinking fund to provide for maintenance and repairs to the Building. The underlying accounting records shall be reviewed by a certified public accountant each year and copies of the tax returns provided upon request. Keizer Heritage shall submit a detailed budget to the City on an annual basis.

2.11 Keizer City Councilor on Keizer Heritage Board. At all times during this Lease, at least one Keizer City Councilor shall serve on the board of directors of Keizer Heritage, if so appointed by the Keizer City Council or mayor. Such appointee shall be subject to, perform and fulfill the obligations required of all other such board members, including attendance, and shall be subject to removal if the appointee fails to do so. Any removed appointee shall be replaced on the board by another Keizer Councilor as appointed by the Keizer City Council or mayor.

City Committees, Boards, Commissions and Task Forces 2025-2026		
Name	**Council Representative**	**Voting Member or Non-Voting Liaison**
Community Diversity Engagement Committee (*appoint 2*)	Cross and ___________	Voting Members
Keizer Public Arts Commission	Christopher	Voting Member
Keizer Parks and Recreation Advisory Board	Parsons	Non-Voting Liaison
Keizer Personnel Policy Committee (*appoint 3*) - meets quarterly	Clark, Starr, Christopher	Voting Members
Keizer Planning Commission	Juran	Non-Voting Liaison
Traffic Safety/Bikeways/Pedestrian Committee	Clark	Non-Voting Liaison
Volunteer Coordinating Committee	Kohler	Non-Voting Liaison
Keizer Budget Committee	ALL COUNCIL	Voting Members
Long Range Planning Task Force	ALL COUNCIL	Voting Members
Keizer Audit Committee (*appoint 3*) – one meeting per year	Starr, Cross, Juran; alt Parsons	Voting Members
Neighborhood Association Liaisons (*appoint up to two per association*)	WKNA– Juran / Starr GGNA (incl. Miracle of Lights) – Christopher SEKNA– Kohler NWKNA– Parsons GNEKNA– Cross	Non-Voting Liaisons
Outside Committees - Appointments		
Claggett Creek Watershed Council	______ with Environmental Division Staff	Non-voting liaison
Keizer Chamber of Commerce Board of Directors	Starr	Non-voting liaison
Keizer Community Library Board of Directors	Starr	Non-voting liaison
Keizer Heritage Foundation Board of Directors	Christopher	Voting Member
Keizer United	Parsons with staff Copeland	Non-voting liaison
Mid-Willamette Valley COG Board of Directors	Parsons	Voting Member
Mid-Willamette Valley Economic Development Partnership Board	Juran	Voting Member
Mid-Willamette Valley Homeless Alliance Board and ORS 190 Entity Board	Clark; alternate Cross	Voting Member
Salem Waste Water Task Force	Kohler with staff - Wood	Voting Member
Mid-Willamette Valley Commission on Transportation (MWACT)	Clark ; alternate Juran	N/A
Salem Keizer Area Transportation Studies (SKATS)	Juran ; alternate Clark	Voting Member
Salem Keizer CFEC Scenario Planning (thru 2025)	Clark and Juran with staff - Witham	Voting Member
Outside Board, Committee, Task Force or Workgroup – appointed through another organization or government entity		
League of Oregon Cities Foundation Board of Directors	Clark	Voting Member
League of Oregon Cities Policy Committees (term ends 12/2025)	Clark	Voting Member
Mid-Willamette Valley Community Action Agency		Voting Member
Oregon Mayors Association Board of Directors (term thru 2026)	Clark	Voting Member
Oregon State Fair Council	Cross	Voting Member

City Council Meeting Date: January 6, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Melissa Bisset, City Recorder

Subject: OLCC Application - Change of Ownership - Limited On-Premises Sales Liquor License - Osaka Hibachi & Sushi, formerly Teriyaki Town and Sushi

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Proposed Motion

I move the City Council recommend approval of the application for a change of ownership for a Limited-On-Premises Liquor License for Osaka Hibachi & Sushi under the guidelines established by ORS 471.175 and the Ordinances of the City of Keizer.

I. Summary

This summer, the City received an application for a change of ownership for a Limited On-Premises Liquor License for Osaka Hibachi & Sushi located at 3854 River Road N, Keizer, Oregon. The owners needed to pause their application and in December notified us they were ready to move forward with their application. As required by Keizer Ordinance 2010-623 a public hearing was scheduled; notice was published and mailed to all property owners within 200 feet of the establishment as well as the West Keizer Neighborhood Association. The Keizer Police Department conducted a background check of the applicants and has no reason to recommend denial of the application. In addition, the Keizer Planning Department finds the location of the establishment to be properly zoned and has no additional comment on the application.

II. Background

A. Keizer Ordinance 2010-623 includes guidelines for review of liquor license applications in the City of Keizer.

B. The Ordinance states liquor licensees should promote, sell, and serve alcohol in a responsible manner which minimizes the risks associated with its use, and should work in partnership with the community to improve community livability.

III. Current Situation

A. The owners of Osaka Hibachi & Sushi have submitted an application for a change of ownership for a OLCC On-Premises Liquor License for their business located at 3854 River Road N. in Keizer, Oregon.

B. The Oregon Liquor Control Commission requires a new application be submitted for review by the local governing body.

IV. Analysis

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

B. **Financial** - The application requires a $75 fee, which has been paid.

C. **Timing** - As required by Keizer Ordinance 2010-623 a public hearing was scheduled; notice was published and mailed to all property owners within 200 feet of the establishment as well as the West Keizer Neighborhood Association.

D. **Policy/Legal** - The review process for a liquor license application is outlined in City Ordinance 2010-623.

V. Alternatives

A. Recommend approval of the license application.

B. If no action is taken, the Oregon Liquor Control Commission will have the authority to make a determination.

C. File an unfavorable recommendation with the OLCC based on the license refusal reasons in Oregon State Statutes and Oregon Administrative rules and supported by reliable factual information.

VI. Recommendation

Staff recommends the public hearing be opened to allow testimony from the applicant or other interested individuals and upon completion, the hearing be closed. It is further recommended the Council recommend approval of the application for Osaka Hibachi & Sushi located at 3854 River Road N, under the guidelines as established by ORS 471.175 and the Ordinances of the City of Keizer. This recommendation will then be forwarded to the Oregon Liquor and Cannabis Commission for final approval.

Attachments

1. APP_Osaka Hibachi & Sushi_08-19-24

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

LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

☐ New Outlet | ☑ Change of Ownership | ☐ Greater Privilege | ☐ Additional Privilege

Select the license type you are applying for.

More information about all license types is available online.

Full On-Premises

- ☑ Commercial
- ☐ Caterer
- ☐ Public Passenger Carrier
- ☐ Other Public Location
- ☐ For Profit Private Club
- ☐ Nonprofit Private Club

Winery

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th

Brewery

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

Brewery-Public House

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

Grower Sales Privilege

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

Distillery

- ☐ Primary location
- Additional tasting locations: (Use the DISTT form HERE)

☑ **Limited On-Premises**

☐ **Off Premises**

☐ **Warehouse**

☐ **Wholesale Malt Beverage and Wine**

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT
After providing your recommendation, return this form to the applicant **WITH** the recommendation marked below

Name of City OR County (not both)

Please make sure the name of the Local Government is printed legibly or stamped below

Date application received:

Optional: Date Stamp Received Below

☐ Recommend this license be granted

☐ Recommend this license be denied

☐ No Recommendation/Neutral

Printed Name | Date

Signature

Trade Name

OREGON LIQUOR & CANNABIS COMMISSION

LIQUOR LICENSE APPLICATION

Instructions

1. **Complete and sign** this application.
2. Prior to submitting this application to the OLCC, send the completed application to **the local government for the premises address** to obtain a recommendation.
   - If the premises street address is within a city's limits, the local government is the city.
   - If the premises street address is not within a city's limits, the local government is the county.
3. You can submit the application to the OLCC if:
   1. You have WRITTEN documentation showing the date the local government received the application or;
   2. The local government has provided you their recommendation.

ALL forms and documents must be a **PDF** attachment

4. **Email the PDF application that contains the local government recommendation or proof of submission** to: OLCC.LiquorLicenseApplication@oregon.gov.
5. **Do not** include any license fees with your application packet (fees will be collected at a later time). *When it's time to pay the license fee you must pay the full yearly fee for the current license year (the license fee will not be prorated). If you pay in the last quarter of your license year you must also pay the yearly fee for the next license year.*

License Request Options - *Please see the general definitions of the license request options below:*

- New Outlet: The licensing of a business that does not currently hold an active liquor license.
- Change of Ownership: The request to completely change the licensee of record at a licensed business.
- Greater Privilege: The request to change from an Off-Premises to a Limited or Full On-Premises Sales license OR from a Limited to Full On-Premises Sales license.
- Additional Privilege: The licensee currently holds an active liquor license at the premises and that same licensee would like to request to add an **additional** different liquor license type at that same premises location.

Additional Information

Applicant Identification: Please review OAR 845-006-0301 for the definitions of "applicant" and "licensee" and OAR 845-005-0311 to confirm that all individuals or entities with an ownership interest (other than a waivable ownership interest, per OAR 845-005-0311[6]) in the business have been identified as license applicants on this document. If you have a question about whether an individual or entity needs to be listed as an applicant for the license, discuss this with the OLCC staff person assigned to your application.

Premises Address: This is the physical location of the business and where the liquor license will be posted.

Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.
If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

Applicant/Licensee Representative(s): In order to make changes to a license or application or to receive information about a license or application by someone other than the applicant/licensee you must:
– Complete the Authorized Representative Form designating a person/entity to act on your behalf and submit with the application.

For help with this application or any related documents or processes, email olcc.alcohollicensing@oregon.gov.

LIQUOR LICENSE APPLICATION

APPLICANT INFORMATION

Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.

Name of entity or individual applicant #1: MARTINA SIHOTANG	Name of entity or individual applicant #2:
Name of entity or individual applicant #3:	Name of entity or individual applicant #4:

BUSINESS INFORMATION

Trade Name of the Business (name customers will see):
OSAKA HIBACHI & SUSHI

Premises street address (The physical location of the business and where the liquor license will be posted):
3854 RIVER RD N

City: KEIZER	Zip Code: 97303	County: MARION

Business phone number:	Business email:

Business mailing address (where we will send any items by mail as described in OAR 845-004-0065[1].):
6145 WOODSIDE DR SE

City: SALEM	State: OR	Zip Code: 97306

Does the business address currently have an OLCC liquor license? ☑ Yes ☐ No	Does the business address currently have an OLCC marijuana license? ☐ Yes ☑ No

APPLICATION CONTACT INFORMATON – Provide the point of contact for this application. If this individual is not an applicant or licensee, the Authorized Representative Form must be completed and submitted with this application.

Application Contact Name:
MARTINA SIHOTANG

Phone number:	Email:

LIQUOR LICENSE APPLICATION

TERMS

- "Real property" means the real estate (land) and generally whatever is erected or affixed to the land (for example, the building) at the business address.
- "Common area" is a privately owned area where two or more parties (property tenants) have permission to use the area in common. Examples include the walking areas between stores at a shopping center, lobbies, hallways, patios, parking lots, etc. An area's designation as a "common area" is typically identified in the lease or rental agreement.

ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

- Each applicant listed in the "Application Information" section of this form has read and understands OAR 845-005-0311 and attests that:

1. At least one applicant listed in the "Application Information" section of this form has the legal right to occupy and control the real property proposed to be licensed as shown by a property deed, lease, rental agreement, or similar document.

2. No person not listed as an applicant in the "Application Information" section of this form has an ownership interest in the business proposed to be licensed, unless the person qualifies to have that ownership interest waived under OAR 845-005-0311.

3. The licensed premises at the premises street address proposed to be licensed either:
   a. Does not include any common areas; or
   b. Does include one or more common areas; however, only the applicant(s) have the exclusive right to engage in alcohol sales and service in the area to be included as part of the licensed premises.
      - In this circumstance, the applicant(s) acknowledges responsibility for ensuring compliance with liquor laws within and in the immediate vicinity of the licensed premises, including in portions of the premises that are situated in "common areas" and that this requirement applies at all times, even when the business is closed.

4. The licensed premises at the premises street address either:
   a. Has no area on property controlled by a public entity (like a city, county, or state); or
   b. Has one or more areas on property controlled by a public entity (like a city, county, or state) and the public entity has given at least one of the applicant(s) permission to exercise the privileges of the license in the area.

Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.

If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

- Each applicant listed in the "Application Information" section of this form has read and understands OAR 845-006-0362 and attests that:

1. Upon licensure, each licensee is responsible for the conduct of others on the licensed premises, including in outdoor areas.
2. The licensed premises will be controlled to promote public safety and prevent problems and violations, with particular emphasis on preventing minors from obtaining or consuming alcoholic beverages, preventing over-service of alcoholic beverages, preventing open containers of alcoholic beverages from leaving the licensed premises unless allowed by OLCC rules, and preventing noisy, disorderly, and unlawful activity on the licensed premises.

I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application, are true and complete.

Applicant name	Signature	Date
MARTINA SIHOTANG		7/24/2024

Applicant/Licensee Representative(s): If you would like to designate a person/entity to act on your behalf you must complete the Authorized Representative Form. You may submit the form with the application or anytime thereafter. The form must be received by the OLCC before the representative can receive or submit information for the applicant.

Please note that applicants/licensees are responsible for all information provided, even if an authorized representative submits additional forms on behalf of the applicant.

City Council Meeting Date: January 6, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Melissa Bisset, City Recorder

Subject: 2025 Liquor License Renewals

Proposed Motion

I move the City Council recommend the renewal of the listed liquor licenses of establishments located in the City of Keizer and forward this recommendation to the Oregon Liquor & Cannabis Commission (OLCC).

I. Summary

The following establishments are required to renew their liquor license annually through the OLCC. The OLCC requests cities make a recommendation on the renewals annually based on District location. The City of Keizer is located in District 2. Liquor Licenses for District 2 expire on March 31, 2025. Keizer Ordinance No. 2010-623 establishes the criteria to be considered in making recommendations for renewing all liquor licenses for premises within the city limits and to establish a process to be utilized for the investigation of such license applications. The review process ensures that all premises licensed to sell and dispense liquor in any form meet the high expectations of this community and that all such businesses are conducted in a lawful manner that does not unreasonably disturb the peace and tranquility of this city and its neighbors.

7-Eleven Store #17727A
7-Eleven Store #17762D
7-Eleven Store #41537A
Abby's Pizza
AJ's Hideaway Bar and Grill
All Stars Sports Grill
B&S Market
Bai Bua Thai Kitchen

Best Western Premier Keizer/ Salem Hotel
Bi Mart #624
Brix Tavern
Bubba’s Pub and Lotto
Casa Los Dos Amigos Mexican Restaurant and Cantina
Chemawa Market
Chen’s Dynasty
Cherry Ave Market and Deli
Chipotle Mexican Grill
Coopers Deli & Pub
Cost Plus World Market
Eagles Lodge #2081
Elks Lodge #2472
El Sazon De Mi Casa
Express Food Mart
Fuego Latin Club
Good Times 1
Holiday Inn Express and Suites North - Keizer
Hops N Drops
JC’s Pizzeria
John’s Chinese Restaurant
Kagoshima Ramen House
Keizer Food Market
Keizer Liquor Store
Keizer Mart
Keizer Shell Food Mart
Keizer Sub Shop
Kolby’s Restaurant Bar &

Billiards
La Hacienda Real
Los Dos Hermanos
Love of the Game
Mario’s Bar
Mariscos La Sirenita
McNary Golf Club
Mesa Del Rincon Cerveceria & Taproom
Mommy and Maddi’s
Nancy’s Burgers and Fries
Neighborhood Mini Mart
Ocean Sushi & Teriyaki
Odd Moe’s Pizza
Outback Steakhouse
Pats Cigs 1
Pho Keizer
Plaza Morelia
Ringo’s Tavern
Rite Aid #5364
Royal Pub
Safeway Store #1516
Sammies Keizer
Shari’s of Keizer
Smoker Friendly #2
Smoker Friendly #3
Target Store T-2110
Teriyaki Town and Sushi
The Pour House Saloon
Town and Country Lanes

US Market #125
VIP Beverage and Event Services
Walgreens #04230
Waremart by Winco
Willow Lake Golf Center

II. **Background**

A. Keizer Ordinance requires a public hearing notice be published not less than fourteen (14) days prior to the Council hearing. Anyone wishing to comment on the renewals shall provide written objections no less than seven (7) days prior to the Council hearing. As of the writing of this report, no comments have been received.

B. As indicated in the attached document, the Keizer Police Department has no reason to recommend denial of the liquor license renewals.

III. **Current Situation**

A. The public hearing was noticed for this meeting.

B. The current liquor license for each of the listed establishments will expire on March 31, 2025.

C. No written comments to the renewal of these licenses have been received.

D. If the City does nothing, by January 15, 2025, the OLCC will process the renewal application as a favorable recommendation.

IV. **Analysis**

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

B. **Financial** - Each establishment pays the City of Keizer a $35 renewal processing fee.

C. **Timing** - The current OLCC licenses will expire on March 31, 2025. The City recommendation must be sent by January 15, 2025, or OLCC will process the renewal application as a favorable recommendation.

D. **Policy/Legal** - The criteria and guidelines for the renewal process are outlined in Keizer Ordinance 2010-623.

V. **Alternatives**

A. Open the public hearing, receive testimony, close the public hearing, and recommend approval of the liquor licenses for the coming year.

B. Open the public hearing, receive testimony, close the public hearing, and recommend denial of one or more of the liquor licenses for the coming year based on the license refusal based on Oregon State Statutes and Oregon Administrative rules and supported by reliable factual information.

C. Open the public hearing, receive testimony, close the public hearing, and not make any recommendation on the renewal of the liquor licenses.

VI. Recommendation

Staff recommends the City Council open the public hearing, receive testimony, close the public hearing and make a motion to recommend approval of the liquor licenses for the listed establishments in the City of Keizer for the upcoming year.

Attachments

1. DOC_OLCC Denial Criteria_01 06 25
2. 2025 Liquor License Renewals

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

REASONS WE MAY DENY OR RESTRICT A LICENSE
ORS 471.313(4)(5), OAR 845-005-0320, 845-005-0321, 845-005-0322
845-005-0325, 845-005-0326(4)(5) or 845-005-0355

The following is a list of problems relating to the **APPLICANT** or **BUSINESS** that OLCC ***can*** consider to refuse or restrict a license:

1. Applicant has a habit of using alcohol or drugs to excess
2. Applicant makes a false statement to OLCC (must be related to a refusal basis)
3. Applicant has been convicted of local, state or federal laws that are substantially related to the fitness of holding a liquor license
4. Applicant has demonstrated poor moral character
5. Applicant has a poor record of compliance when previously licensed by OLCC
6. Applicant is not the legitimate owner of the business
7. The business has a history of serious and persistent problems at this location. The problems can include:
   - Obtrusive or excessive noise, music or sound vibrations
   - Public drunkenness
   - Fights or altercations
   - Harassment
   - Unlawful drug sales
   - Alcohol or related litter

   OLCC is ***not*** able to consider the following issues when deciding to renew a liquor license:
   - Lack of parking
   - Increase in traffic
   - Too many licenses in a specific area (saturation)
   - Entertainment type - nude dancing, gambling, live bands, etc.
   - Increased noise
   - Zoning issues

Visit www.oregon.gov/olcc/ to see the full text of ORS and OAR referenced above. In order for an unfavorable recommendation from a local government to be valid, the grounds must be found in the license refusal bases of ORS 471.313(4), 471.313(5), OAR 845-005-0320, 845-005-0321, 845-005-0322, 845-005-0325 or 845-005-0326(4)(5) or the license restriction bases of OAR 845-005-0355, and must be supported by reliable factual information.

KEIZER POLICE DEPARTMENT

930 Chemawa Rd NE • PO Box 21000 • Keizer OR 97307
www.keizer.org • Phone 503-390-3713 • Fax 503-390-8295

COUNCIL MEETING: January 06, 2025
AGENDA ITEM NUMBER: _______________

TO: Mayor Clark and City Council Members

THRU: Adam Brown, City Manager

FROM: AC Andrew Copeland, Chief of Police
Paula Collins, Support Services Supervisor

SUBJECT: Liquor License Renewals for 2025

DATE: December 31, 2024

ISSUE:
Shall the City Council approve the renewal of the liquor licenses for businesses which sell and/or serve alcoholic beverages within the City of Keizer?

BACKGROUND:
Under the direction of the chief of police, the support services supervisor conducted a cursory review of police calls for service at the establishments that sell and/or serve alcohol in the City of Keizer for calendar year 2024. Using the guidelines set forth in City Ordinance 2010-623, it was determined that none of the establishments reviewed were found to be in violation of the ordinance in that there was no history of serious or persistent problems detected.

RECOMMENDATION:
The Keizer Police Department has no reason to recommend denial of the liquor license renewals for the establishments which sell and/or serve alcoholic beverages within the City of Keizer.

AAC/pfc

City Council Meeting Date: January 6, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Adam Brown, City Manager

Subject: Purchase Property at 4860 Bailey Road

Proposed Motion

I move that the Keizer City Council adopt Resolution R2025-______ Authorizing City Manager to Purchase Property at 4860 Bailey Road NE for $799,000.

I. Summary

The family members owning the property at 4860 Bailey Road wanted to respect the wishes of family members that the property be sold to the city because of it's location adjacent to the city campus. The City has come to an agreement on price with the owners and would like permission from council to purchase the property.

II. Background

A. The property at 4860 Bailey Road is owned by Larry Crowson and Terry Carlson. The property was deeded to them many years ago by their father who lived on the property until his passing. Their father requested that the property be sold to the City of Keizer, if possible, upon his passing.

B. I have been working with Larry Crowson and Terry Carlson, the owners of the property over the past year to come to an agreement and go through due diligence investigating the property.

C. The City paid for a Phase I Environmental Study on the property. Two items were requested to be looked into following phase I.

   1. There was an orchard originally on the property and the Phase I suggested that we test the soil for remaining herbicides or pesticides in the soil.

   2. Because of the orchard and the large garage facility it was suggested that we test for underground storage tanks.

D. The City conducted a Phase II Environmental for those two items. No dangerous herbicides or pesticides remained in the soil and no underground storage tanks were found either.

E. The City also conducted a title search and appraisal on the property.

III. Current Situation

A. The title is free and clear of any liens. The title report summary is attached.

B. The City and the owners have come to an agreement on the purchase price of $799,000.

C. The use of the property is to be determined by the City Council, but it will fill an immediate need for an evidence storage building for vehicles required to be retained for long periods of times. A storage facility was budgeted for $600,000. This will fill that immediate need and negate the need to build another building.

D. The City Council can determine, at a future date, what to do with the house. It would need minor renovation and some abatement or non-disturbance of asbestos or lead paint if the city were to rent it out.

IV. Analysis

A. **Strategic Impact** - Does not apply.

B. **Financial** - The purchase price is $799,000. Appropriations are available in the 2024-25 City of Keizer Adopted Budget in the American Rescue Plan Act (ARPA) Fund.

C. **Timing** - The owners are ready to move to closing. The city's due diligence is complete.

D. **Policy/Legal** - Only the City Council can approve acquisition of property

V. Alternatives

A. Adopt the attached resolution to purchase - The property allows for multiple alternatives for use and fills an immediate need for police evidence storage.

B. Take No Action - The property will likely be sold to a developer who will put multifamily housing on the property.

VI. Recommendation

Staff recommends that the City Council adopt the attached resolution approving the purchase of the property at 4860 Bailey Road.

Attachments

1. Preliminary Report
2. RES_CC_Authorizing City Manager to Purchase 4860 Bailey Road_1 06 2025
3. EXH_CC_Purchase and Sale Agreement - 4860 Bailey Road_1 6 2025

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

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Fidelity National Title Company of Oregon hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a/an Florida corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

Randall S. Leeper Jr.

Randy Leeper

500 Liberty St. SE, Ste 200, Salem, OR 97301
(503)585-7219 FAX (877)805-2661

PRELIMINARY REPORT

ESCROW OFFICER: Melanie Sarazin
Melanie.Sarazin@fnf.com
503-585-9146

ORDER NO.: 60222404449
Supplement 1 - Amend vesting/Remove #9/Amend Note "B"

TITLE OFFICER: Janie Stone and Tina Turner

TO: Fidelity National Title Company of Oregon
500 Liberty St. SE, Ste 200
Salem, OR 97301

ESCROW LICENSE NO.: 960100001
OWNER/SELLER: Larry Crowson and Terry Carlson
BUYER/BORROWER: City of Keizer
PROPERTY ADDRESS: 4860 Bailey Road NE, Keizer, OR 97303

EFFECTIVE DATE: October 3, 2024, 08:00 AM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

	AMOUNT	PREMIUM
ALTA Owner's Policy 2021 **Owner's Standard**	$ 738,230.00	$ 1,709.00
OTIRO Endorsement No. 110		$ 0.00
Government Lien Search		$ 25.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

   A Fee

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

   Larry Crowson and Terry Carlson

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF KEIZER, COUNTY OF MARION, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

Legal Description

Tract 22, CLOVER LEAF FARMS SUBDIVISION, in the City of Keizer, County of Marion and State of Oregon.

AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims, which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, which are not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the Land onto adjoining land or of existing improvements located on adjoining land onto the subject Land), encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. Unpaid Property Taxes are as follows:

Fiscal Year:	2024-2025
Amount:	$5,548.26, plus interest, if any
Levy Code:	24200
Account No.:	545907
Map No.:	073W02AC05200

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

7. City Liens, if any, in favor of the City of Keizer. None found as of October 11, 2024.
8. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads and/or highways.
9. [Intentionally Deleted]
10. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

11. If requested to issue an extended coverage ALTA loan policy, the following matters must be addressed:

a) The rights of tenants holding under unrecorded leases or tenancies
b) Matters disclosed by a statement as to parties in possession and as to any construction, alterations or repairs to the Land within the last 75 days. The Company must be notified in the event that any funds are to be used for construction, alterations or repairs.
c) Any facts which would be disclosed by an accurate survey of the Land

ADDITIONAL REQUIREMENTS/NOTES:

A. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final ALTA Policy unless removed prior to issuance.

B. NOTE: The following are required when a principal to the proposed transaction is an instrumentality of the state, such as a municipality, a county or other governmental body:

- Certification, with supporting documentation, that the board or other governing authority of the governmental body has approved the transaction in accordance with applicable practices, procedures, rules, ordinances and statutes.
- Certification that a named person or persons, identified by name and position, are authorized to act on behalf of the governmental body in the proposed transaction.
- Verification of the current legal name and good standing of the governmental body when it is a local governmental body other than a city or county.

C. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, processing, manufacture, sale, dispensing or use of marijuana and psilocybin, the Company is not able to close or insure any transaction involving Land associated with these activities.

D. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

E. Note: The State of Oregon requires every ALTA Owner's Policy (07-01-2021) to include the OTIRO 110 Endorsement as a supplement to the definition of Insured in said Owner's Policy's Conditions to confirm coverage is the same for an Oregon Registered Domestic Partner as it is for a Spouse.

F. Note: No utility search has been made or will be made for water, sewer or storm drainage charges unless the City/Service District claims them as liens (i.e. foreclosable) and reflects them on its lien docket as of the date of closing. Buyers should check with the appropriate city bureau or water service district and obtain a billing cutoff. Such charges must be adjusted outside of escrow.

G. Note: Effective January 1, 2008, Oregon law (ORS 314.258) mandates withholding of Oregon income taxes from sellers who do not continue to be Oregon residents or qualify for an exemption. Please contact your Escrow Closer for further information.

H. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.

I. Recording Charge (Per Document) is the following:

County	First Page	Each Additional Page
Marion	$86.00	$5.00
Benton	$108.00	$5.00
Polk	$91.00	$5.00
Linn	$105.00	$5.00

Note: When possible the company will record electronically. An additional charge may be applied.

Note: Please send any documents for recording to the following address:
Portland Title Group
Attn: Recorder
1455 SW Broadway, Suite 1450
Portland, OR. 97201

J. Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

K. NOTE: IMPORTANT INFORMATION REGARDING PROPERTY TAX PAYMENTS:
Fiscal Year: July 1st through June 30th
Taxes become a lien on real property, but are not yet payable: July 1st
Taxes become certified and payable (approximately on this date): October 15th
First one third payment of taxes is due: November 15th
Second one third payment of taxes is due: February 15th
Final payment of taxes is due: May 15th

Discounts: If two thirds are paid by November 15th, a 2% discount will apply. If the full amount of the taxes are paid by November 15th, a 3% discount will apply.

Interest: Interest accrues as of the 15th of each month based on any amount that is unpaid by the due date. No interest is charged if the minimum amount is paid according to the above mentioned payment schedule.

EXHIBIT ONE

2021 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (07-01-2021)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
      i. the occupancy, use, or enjoyment of the Land;
      ii. the character, dimensions, or location of any improvement on the Land;
      iii. the subdivision of land; or
      iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extend the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any reason not stated in the Covered Risk 13.b
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2021 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (07-01-2021)
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
      i. the occupancy, use, or enjoyment of the Land;
      ii. the character, dimensions or location of any improvement on the Land;
      iii. the subdivision of land; or
      iv. environmental remediation or protection;
   b. any governmental forfeiture, police, regulatory, or national security power
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed or agreed to by the Insured Claimant;
   b. not known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer, or
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

EXHIBIT ONE

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions or location of any improvement erected on the land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed or agreed to by the Insured Claimant;
   (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with the applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions or location of any improvement erected on the land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed or agreed to by the Insured Claimant;
   (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in the Covered Risk 9 of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
http://www.fbi.gov

Internet Crime Complaint Center:
http://www.ic3.gov

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Effective July 1, 2024

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.* loan or bank account information);
- biometric data (*e.g.* fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics, and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (https://fnf.com/pages/californiaprivacy.aspx) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Texas Residents: For additional information about your Texas consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's Privacy Inquiry Website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

AUTHORIZING THE CITY MANAGER TO PURCHASE PROPERTY AT 4860 BAILEY ROAD FOR $799,000

WHEREAS, the family members owning property at 4860 Bailey Road requested that the property be sold to the City of Keizer;

WHEREAS, the property would be useful to the City for an evidence storage building;

WHEREAS, the property's adjacent location to the Civic Center will allow for many convenient uses;

WHEREAS, City staff has negotiated a Purchase and Sale Agreement for such land;

WHEREAS, the Council has considered the matter and determined it is beneficial for the City to purchase the property;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is authorized to sign that certain Purchase and Sale Agreement, a copy of which is attached as Exhibit "A" and by this reference incorporated herein.

BE IT RESOLVED by the City Council of the City of Keizer that the City Attorney has authority to make minor revisions to the Purchase and Sale Agreement

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

prior to the City Manager signing it if in the City Attorney's discretion that the revisions are necessary.

BE IT FURTHER RESOLVED that the City Manager is authorized to take all action necessary and appropriate to close the transaction.

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

PASSED this __________ day of _________________, 2025.

SIGNED this __________ day of _________________, 2025.

____

Mayor

____

City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is entered into on __________________, 2025 (last date of execution), by and between the Larry Crowson and Terry Carlson ("***Seller***"), and City of Keizer, an Oregon municipal corporation ("***Purchaser***").

RECITALS

A. Seller owns certain real property located at 4860 Bailey Road NE, Keizer, OR 97303 (the "***Property***").

B. Purchaser desires to acquire all the Property from Seller, and Seller is willing to sell and convey all the Property to Purchaser, on and subject to the terms of this Agreement (the "***Agreement***").

AGREEMENT

1. Purchase and Sale of the Property. Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, on the terms and conditions set forth in this Agreement.

2. Purchase Price. The total purchase price for the Property is Seven Hundred, Ninety-Nine Thousand Dollars ($799,000.00).

3. Payment of Purchase Price. The purchase price shall be payable as follows:

(a) Deposit. The Purchaser shall pay into escrow the sum of $1,000.00 within seven (7) days of approval by the Keizer City Council. The deposit shall be delivered to Melanie Sarazin, Fidelity National Title Company of Oregon, 500 Liberty St SE, Ste. 200, Salem, OR 97301, Escrow Order No. 60222404449 ("Escrow") and shall be applied to the Purchase Price on the Closing Date.

(b) Cash Balance. On or before the closing date, the Purchaser shall deposit the balance of the Purchase Price into Escrow.

4. Title to the Property. A copy of the preliminary title report issued by Fidelity National Title dated October 3, 2024 Title No. 60222404449 is attached to this Agreement as Exhibit "A" and by this reference incorporated herein. By Purchaser's execution of this Agreement, Purchaser accepts the condition of title ("Permitted Exceptions"). If an additional supplemental report is issued, Purchaser shall have seven (7) days after receiving the additional report to give Seller written notice setting forth the exceptions that are not acceptable to Purchaser. If the Seller agrees to eliminate the unacceptable exceptions, Seller must do so at its cost and as of the Closing Date. If Seller declines to eliminate all of the unacceptable exceptions, Purchaser has the right to terminate this Agreement by written notice given to Seller.

5. Seller's Representations

5.1 *Content of Representations.* Seller represents to Purchaser as follows:

(a) **No Notice of Violation of Zoning and Other Laws.** Seller has not received any written notice from any governmental authority alleging that any improvements on the Property violate any building codes, building or use restrictions, or zoning ordinances, rules, or regulations.

(b) **No Litigation.** To Seller's knowledge, there is no pending or threatened litigation or administrative action or claim with respect to the Property.

(c) **No Condemnation.** To Seller's knowledge, there is no pending or contemplated eminent domain, condemnation, or other governmental taking of the Property or any portion thereof.

(d) **Seller's Authority.** The Seller has the legal power, right, and authority to enter into this Agreement and the instruments referred to here and to consummate the transaction contemplated here.

(e) **No Seller Contamination.** Seller has not caused any hazardous substance, waste, or material to be used, generated, stored, or disposed of on or transported to or from the Land or Improvements in violation of any applicable law before or during the period in which the Seller has owned the Property. For the purposes of this paragraph, "hazardous substance, waste, or material" means all petroleum-based products, radon, asbestos, PCBs, and all substances, wastes, and materials that are so defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC §§9601–9675; the Resource Conservation and Recovery Act, 42 USC §§6901–6992k; and the Hazardous Materials Transportation Act, 49 USC §§5101–5128. The obligation of Seller to indemnify Purchaser from damages and claims relating to the foregoing representation in this subsection (e) shall terminate except to the extent that Purchaser has discovered that the representation is not accurate and notified Seller on or before the 5th anniversary of the issuance of the certificate of occupancy for Purchaser's improvements on the Property; provided, however, that notwithstanding any provision of this Agreement to the contrary, the rights and remedies of Purchaser against Seller under any applicable statutory or common law relating to Hazardous substances, waste or material shall not be altered, modified, limited or abrogated.

(f) **No Breach of Agreements.** This Agreement and the consummation of the transaction evidenced by this Agreement do not violate any other agreement to which Seller is a party.

(g) **Nonforeign Status.** Seller is not a "foreign person" as defined in IRC §1445(f)(3), and Seller is not a "transferor" as defined in ORS 314.258(2)(b).

(h) **Contracts.** There are no outstanding contracts made by Seller with respect to the Property that have not been fully performed or paid for, as the case may be, and Seller will cause to be discharged all mechanics' or materialmen's liens arising from any labor or materials furnished to the Property, if any. Seller has not previously sold, transferred or conveyed the Property and Seller has not entered into any executory contracts for the sale of the Property, nor do there exist any rights of first refusals or options to purchase the Property.

(i) **Marketability.** Seller is the sole owner of the Property in fee simple free and clear of all liens and encumbrances excepting property taxes that are not yet payable; zoning ordinances; building and use restrictions; reservations in federal patents and Permitted Exceptions.

(j) **Leases.** There are no existing leases or occupancy agreements or other agreements for the use of the Property.

(k) **Hazardous Materials.** To Seller's knowledge, the Property never has been in violation of, or subject to any existing or pending investigation under, any Environmental Law, nor does Seller have any knowledge of any threatened investigation under any Environmental Law, and Seller has not received any written report, notice or other information, or otherwise been advised under Oregon law or any other applicable, local, state or federal law, regarding Hazardous Materials on, under or affecting the Property or requiring the removal of any Hazardous Materials from the Property, of possible liability of any person or entity pursuant to any Environmental Law, or of any actual administrative or judicial proceedings in connection with any of the foregoing.

For the purposes of this Agreement, the following terms have the following meanings:

(A) "**Environmental Law**" means any federal, state or local law, statute, ordinance, order, permits, licenses, approvals, authorization or regulation pertaining to health, industrial hygiene or the environment including, but not limited to: CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980), RCRA (Resources Conservation and Recovery Act of 1976), and common law tort principles applicable thereto (including nuisance and trespass).

(B) "**Hazardous Material**" means any substance, material or waste which is classified or regulated as being "toxic" or "hazardous," or a "pollutant" or which is similarly designated, classified or regulated, under any Environmental Law including without limitation petroleum-based products, radon, asbestos, and PCBs.

(l) **Commissions.** To Seller's knowledge, no leasing or brokerage fees or commissions of any nature whatsoever shall become due or owing to any person, firm, corporation, or entity after closing with respect to the Property.

6. Purchaser's Representations

Purchaser represents, warrants, and covenants to Seller as follows:

6.1 *Purchaser's Existence and Authority.* Purchaser is a validly existing and duly organized municipal government under the laws of the State of Oregon and has the full right and authority to conduct its business under the laws of the state of Oregon.

6.2 *No Third-Party Consents.* The execution of this Agreement by Purchaser and Purchaser's performance of all its obligations hereunder are not subject to any approval or consent of any person, board, committee, or third party except for such approval by the Keizer City Council. Such approval shall be given within thirty (30) days from the date of signing by Purchaser.

6.3 *No Litigation.* Purchaser is not a party to any litigation or civil or criminal proceedings; no petitions in bankruptcy have been filed by or against Purchaser; and none of Purchaser's assets are currently subject to any insolvency, receivership, or foreclosure proceedings.

6.4 *No Breach of Agreements.* This Agreement does not breach or violate any term or provision of any other agreement or contract to which Purchaser is a party.

7. Conditions to Closing

7.1 *Purchaser's Conditions.* Purchaser's obligation to close this transaction is subject to the satisfaction of each of the following conditions each of which is for the benefit of Purchaser and may be satisfied or waived only by Purchaser:

(a) Passage by the Keizer City Council of a resolution authorizing the purchase of the Property. This condition shall be deemed satisfied or waived unless Seller delivers written notice to Purchaser of the failure of this condition within thirty (30) days of the Effective Date.

(b) **Preliminary Title Report.** Purchaser's final approval of the preliminary title report pursuant to Section 4.

(c) **Seller's Compliance.** Seller's fulfillment of each of its obligations under this Agreement in all material respects.

(d) **Seller's Representations.** The continuing accuracy of all Seller's representations in this Agreement in all material respects.

(e) **Title Insurance.** The Title Company must be ready, willing, and able to issue an owner's policy of title insurance in the amount of the Purchase Price, subject only to the underwriter's standard preprinted exceptions for the form of coverage and Permitted Exceptions.

7.2 *Seller's Conditions.* Seller's obligation to close this transaction is subject to the satisfaction of each of the following conditions, each of which is for the benefit of Seller and may be satisfied or waived only by Seller:

(a) **Purchaser's Compliance.** Purchaser's fulfillment of each of its obligations under this Agreement in all material respects.

(b) **Purchaser's Representations.** The continuing accuracy of all Purchaser's representations in this Agreement in all material respects.

7.3 *Failure of Conditions.* If either Seller's or Purchaser's conditions are not satisfied, for any reason other than a party's bad faith, or waived then this Agreement may be terminated, in which case the Deposit shall be refunded to Purchaser.

8. Closing

8.1 *Closing Date.* This transaction will be closed on or before February 6, 2025 (the "***Closing Date***"). Each party may extend the Closing Date one (1) time by up to seven (7) days if the extension is required by illness, transportation delays, the unavailability of the Escrow Agent, or other causes beyond the party's reasonable control.

8.2 *Manner and Place of Closing.* This transaction will be closed by Melanie Sarazin at Fidelity National Title in Salem, Oregon, or at such other place as the parties may mutually agree to in writing. Closing will take place in the manner and in accordance with the provisions set forth in this Agreement.

8.3 *Prorations, Adjustments.*

(a) Real property taxes, assessments, and utility expenses (collectively, the "***Expenses***") will be prorated and adjusted between the parties as of the Closing Date. Taxes or additional penalties that would be due as a result of removal of the Property from any tax exemption or special use assessment program, if any, will be assumed by Seller.

(b) Purchaser will pay the recording fees for Seller's deed.

(c) Purchaser will pay the premium for a standard owner's title insurance policy in favor of Purchaser in the amount of the purchase price.

(d) Purchaser will pay the escrow and closing fees charged by the Escrow Agent.

(e) Each party will pay its own attorney fees.

8.4 *Events of Closing.* If the Escrow Agent has received the sums and is in a position to cause the title insurance policy to be issued as described below, this transaction will be closed on the Closing Date as follows:

(a) Seller will convey the real property to Purchaser by Statutory General Warranty Deed, subject only to the Permitted Exceptions.

(b) Seller will provide Purchaser with (i) the Certificate of Nonforeign Status as provided in IRC §1445(b)(2) and (ii) a certificate or other documentary evidence complying with ORS 314.258 that is reasonably acceptable to Purchaser and the Escrow Agent and sufficient to assure Purchaser and the Escrow Agent that no withholding is required under ORS 314.258.

(c) The Escrow Agent will calculate the prorations agreed to herein, and the parties will be charged and credited accordingly.

(d) Any liens to be paid by Seller at closing will be paid and satisfied of record at Seller's expense.

(e) Purchaser will pay the entire purchase price to Seller in cash, minus the Deposit set forth in this Agreement.

(f) The Escrow Agent will be committed to issuing the policy described in Section 8.5 upon recordation of the closing documents.

(g) Upon compliance with the parties' closing instructions, the Escrow Agent will record the deed to Purchaser at Purchaser's expense.

8.5 *Title Insurance.* As soon as possible after the Closing Date, the Escrow Agent will furnish Purchaser an owner's policy of title insurance in the amount of the purchase price for the Property, subject only to the Escrow Agent's standard preprinted exceptions and exclusions for the form and Permitted Exceptions.

8.6 *Possession.* Seller will deliver possession of the Property to Purchaser on the Closing Date.

8.7 *Acceptance of Property.* Other than the Seller's representations and warranties contained in this Agreement and those contained in any instrument delivered to Purchaser at closing, the Purchaser acknowledges that it is purchasing the Property AS IS.

8.8 *Indemnification.* Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, Seller will defend, indemnify, and hold harmless Purchaser from and against all actions, claims, losses, liabilities, damages, costs, and expenses (including without limitation reasonable attorney fees) that are caused by Purchaser's failure to perform any obligation for which Purchaser is responsible in accordance with the terms of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, Purchaser will defend, indemnify, and hold harmless Seller from and against all third-party claims for any breach of Seller's representation set forth in this Agreement and for premises liability regarding any injury or damage to the third party or its property that occurred on or about the Property before the Closing Date, except for any incidents or events connected with Purchaser's inspections.

8.9 *Purchaser Held Harmless as Municipal Government.* Each party agrees and understands that the other party's responsibility and obligations under this Agreement do not and cannot bind the other party as to its duties as municipal government which are necessarily separate and apart from its obligations hereunder. To that end, with regard to any actions that may affect a party in any manner whatsoever, that party agrees that enforcement in good faith of any lawful ordinances or regulations or any other acts that the other party may take with regard to the adoption of appropriate and necessary laws and ordinances, or any other acts that the other party may take in its role as municipal government shall not be restricted by the fact that the other party entered into this Agreement. However, nothing in this Section shall be interpreted to permit either party to act or fail to act in any way inconsistent with any common law, constitutional or statutory rights of the other party or the established duties and obligations of a party as a municipal body. If this transaction fails to close due to a party's responsibilities or obligations as a municipal corporation as described herein, the other party may terminate this Agreement, Purchaser shall be entitled receive a refund of the Deposit and this Agreement shall be of no further force or effect. This provision shall survive closing or termination of this Agreement and shall not merge with the deed.

9. Defaults and Failure to Close

9.1 *Seller's Remedies.* In the event that all of Purchaser's contingencies are satisfied or waived and this transaction fails to close on account of a default by Purchaser under this Agreement, the Deposit will be forfeited by Purchaser and retained by Seller as liquidated damages as Seller's sole remedy for the default. SUCH AMOUNT HAS BEEN AGREED BY THE PARTIES TO BE REASONABLE COMPENSATION AND THE EXCLUSIVE REMEDY FOR PURCHASER'S DEFAULT, SINCE THE PRECISE AMOUNT OF SUCH COMPENSATION WOULD BE DIFFICULT TO DETERMINE.

9.2 *Purchaser's Remedies.* If all of Seller's contingencies are satisfied or waived and this transaction fails to close on account of a default by Seller under this Agreement, Purchaser's sole and exclusive remedy will be the return of the Deposit, and recovery from Seller of Purchaser's actual expenses incurred with respect to this transaction including without limitation attorney fees; cost of inspections, investigations, surveys, studies and reports Purchaser waives any other remedy that Purchaser may have against Seller at law or in equity, including without limitation the right to specific performance.

9.3 *Defaults.* Except for (a) Purchaser's failure to pay any portion of the Deposit as and when due hereunder or (b) either party's wrongful failure to close or satisfy a condition to closing by the required Closing Date, neither party will be deemed in default under this Agreement unless the party is given written notice of its failure to comply with this Agreement and the failure continues for a period of ten (10) days after the date the notice is given. This section will not be construed as extending the time by which any notice or contingency waiver must be given.

9.4 *Costs and Attorney Fees.* If suit, action, arbitration, or mediation is instituted to interpret or enforce the terms of this Agreement or with respect to any dispute under this Agreement, the prevailing party is entitled to recover from the other party the sum that the court, arbitrator, or mediator may adjudge reasonable as costs and expert witness and attorney fees in any such proceeding, at trial, on any appeal or petition for review, and in any bankruptcy proceeding (including the adjudication of any issues peculiar to bankruptcy law), in addition to all other sums provided by law.

9.5 *Waiver of Jury Trial.* AS PART OF THE CONSIDERATION FOR THIS AGREEMENT, EACH OF THE PARTIES HERETO WAIVES THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE OR ACTION UNDER THIS AGREEMENT.

10. Legal Relationships

10.1 *Relationship of Parties.* This Agreement creates only the relationship of seller and purchaser, and no joint venture, partnership, or other joint undertaking is intended hereby. Neither party hereto will have any rights to make any representations or incur any obligations on behalf of the other. Neither party has authorized any agent to make any representations, admit any liability, or undertake any obligation on its behalf. Neither party is executing this Agreement on behalf of an undisclosed principal.

10.2 *No Third-Party Beneficiaries.* No third party is intended to be benefited or afforded any legal rights under or by virtue of this Agreement.

10.3 *Joint and Several Liability.* If either party comprises more than one person or entity, the obligations of each person or entity comprising such party under this Agreement will be joint and several.

10.4 *Indemnified Parties.* Any indemnification contained in this Agreement for the benefit of a party will extend to the party's members, directors, shareholders, officers, employees, and agents.

10.5 *Assignments and Successors.* Purchaser may not assign or otherwise transfer this Agreement or any interest herein, voluntarily, involuntarily, or by operation of law, without the prior written consent of Seller in each instance, which consent will not be unreasonably withheld. Purchaser will not be released from its obligations under this Agreement in the event of any assignment or transfer by Purchaser. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and assigns.

11. General Provisions

11.1 *Notices.* Notices under this Agreement must be in writing and, if personally delivered or sent by electronic mail, will be effective when received. If mailed, a notice will be deemed effective on the second day after deposited as registered or certified mail, postage prepaid, directed to the other party. Notices must be delivered, mailed, or sent by electronic mail to the following addresses and electronic addresses:

Seller: Larry Crowson and Terry Carlson
4860 Bailey Road NE
Keizer, OR 97307

Zenon5@comcast.net
Tlc2411@aol.com

Purchaser: City of Keizer
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307
Attn: Adam Brown
browna@keizeror.gov

Either party may change its address for notices by at least fifteen (15) days' advance written notice to the other.

11.2 *Time of Essence.* Except as otherwise specifically provided in this Agreement, time is of the essence for each and every provision of this Agreement.

11.3 *Invalidity of Provisions.* If any provision of this Agreement, or any instrument to be delivered by Purchaser at closing under this Agreement, is declared invalid or is unenforceable for any reason, the provision will be deleted from the document and will not invalidate any other provision contained in the document.

11.4 *Neutral Construction.* This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and will be construed without regard to which party drafted all or part of this Agreement.

11.5 *Captions.* The captions of the sections and paragraphs in this Agreement are used solely for convenience and are not intended to limit or otherwise modify the provisions of this Agreement.

11.6 *Waiver.* The failure of either party at any time to require performance of any provision of this Agreement will not limit the party's right to enforce the provision. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

11.7 *Subsequent Modifications.* This Agreement and any of its terms may be changed, waived, discharged, or terminated only by a written instrument signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

11.8 *Saturdays, Sundays, and Legal Holidays.* If the time for performance of any of the terms, conditions, and provisions hereof falls on a Saturday, Sunday, or legal holiday, then the time of the performance will be extended to the next business day thereafter.

11.9 *Venue.* In any action brought to interpret or enforce any of the provisions of this Agreement, the venue will be in Marion County, Oregon.

11.10 *Applicable Law.* This Agreement will be construed, applied, and enforced in accordance with the laws of the state of Oregon. All sums referred to in this Agreement will be calculated by and payable in the lawful currency of the United States.

11.11 *Entire Agreement.* This Agreement constitutes the entire agreement of the parties with respect to the Property and supersedes and replaces all written and oral agreements previously made or existing between the parties.

11.12 *No Offer.* By providing an unexecuted copy of this Agreement to any person, neither party is deemed to have made an offer to sell or purchase or otherwise indicated its willingness to enter into any transaction with respect to the Property, and this Agreement will not be binding on any party unless and until it has been fully executed and delivered by Seller and Purchaser.

11.13 *No Recording.* Neither this Agreement nor any memorandum or short form thereof may be recorded.

11.14 *Counterparts.* This Agreement may be executed simultaneously or in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same contract.

11.15 *Electronic Copies.* Either party may rely on an electronic copy of this Agreement to the same extent as the originals.

11.16 *Statutory Warning.* THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010, ORS 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

PURCHASER:	**SELLER:**
CITY OF KEIZER, an Oregon Municipal Corporation	
By: ______________________________	______________________________
Adam J. Brown, City Manager	Larry Crowson
Dated:________________________	Dated:__________________________
APPROVED AS TO FORM:	
______________________________	______________________________
Keizer City Attorney	Terry Carlson
Dated:____________________________	Dated:__________________________

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Fidelity National Title Company of Oregon hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a/an Florida corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

Randall S. Leeper Jr.

Randy Leeper

500 Liberty St. SE, Ste 200, Salem, OR 97301
(503)585-7219 FAX (877)805-2661

PRELIMINARY REPORT

ESCROW OFFICER: Melanie Sarazin
Melanie.Sarazin@fnf.com
503-585-9146

ORDER NO.: 60222404449
Supplement 1 - Amend vesting/Remove #9/Amend Note "B"

TITLE OFFICER: Janie Stone and Tina Turner

TO: Fidelity National Title Company of Oregon
500 Liberty St. SE, Ste 200
Salem, OR 97301

ESCROW LICENSE NO.: 960100001
OWNER/SELLER: Larry Crowson and Terry Carlson
BUYER/BORROWER: City of Keizer
PROPERTY ADDRESS: 4860 Bailey Road NE, Keizer, OR 97303

EFFECTIVE DATE: October 3, 2024, 08:00 AM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

	AMOUNT	PREMIUM
ALTA Owner's Policy 2021 **Owner's Standard**	$ 738,230.00	$ 1,709.00
OTIRO Endorsement No. 110		$ 0.00
Government Lien Search		$ 25.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

   A Fee

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

   Larry Crowson and Terry Carlson

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF KEIZER, COUNTY OF MARION, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

Legal Description

Tract 22, CLOVER LEAF FARMS SUBDIVISION, in the City of Keizer, County of Marion and State of Oregon.

AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests or claims, which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

3. Easements, or claims of easement, which are not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

4. Any encroachment (of existing improvements located on the Land onto adjoining land or of existing improvements located on adjoining land onto the subject Land), encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.

5. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. Unpaid Property Taxes are as follows:

Fiscal Year:	2024-2025
Amount:	$5,548.26, plus interest, if any
Levy Code:	24200
Account No.:	545907
Map No.:	073W02AC05200

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

7. City Liens, if any, in favor of the City of Keizer. None found as of October 11, 2024.

8. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads and/or highways.

9. [Intentionally Deleted]

10. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

11. If requested to issue an extended coverage ALTA loan policy, the following matters must be addressed:

a) The rights of tenants holding under unrecorded leases or tenancies
b) Matters disclosed by a statement as to parties in possession and as to any construction, alterations or repairs to the Land within the last 75 days. The Company must be notified in the event that any funds are to be used for construction, alterations or repairs.
c) Any facts which would be disclosed by an accurate survey of the Land

ADDITIONAL REQUIREMENTS/NOTES:

A. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final ALTA Policy unless removed prior to issuance.

B. NOTE: The following are required when a principal to the proposed transaction is an instrumentality of the state, such as a municipality, a county or other governmental body:

- Certification, with supporting documentation, that the board or other governing authority of the governmental body has approved the transaction in accordance with applicable practices, procedures, rules, ordinances and statutes.
- Certification that a named person or persons, identified by name and position, are authorized to act on behalf of the governmental body in the proposed transaction.
- Verification of the current legal name and good standing of the governmental body when it is a local governmental body other than a city or county.

C. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, processing, manufacture, sale, dispensing or use of marijuana and psilocybin, the Company is not able to close or insure any transaction involving Land associated with these activities.

D. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

E. Note: The State of Oregon requires every ALTA Owner's Policy (07-01-2021) to include the OTIRO 110 Endorsement as a supplement to the definition of Insured in said Owner's Policy's Conditions to confirm coverage is the same for an Oregon Registered Domestic Partner as it is for a Spouse.

F. Note: No utility search has been made or will be made for water, sewer or storm drainage charges unless the City/Service District claims them as liens (i.e. foreclosable) and reflects them on its lien docket as of the date of closing. Buyers should check with the appropriate city bureau or water service district and obtain a billing cutoff. Such charges must be adjusted outside of escrow.

G. Note: Effective January 1, 2008, Oregon law (ORS 314.258) mandates withholding of Oregon income taxes from sellers who do not continue to be Oregon residents or qualify for an exemption. Please contact your Escrow Closer for further information.

H. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.

I. Recording Charge (Per Document) is the following:

County	First Page	Each Additional Page
Marion	$86.00	$5.00
Benton	$108.00	$5.00
Polk	$91.00	$5.00
Linn	$105.00	$5.00

Note: When possible the company will record electronically. An additional charge may be applied.

Note: Please send any documents for recording to the following address:
Portland Title Group
Attn: Recorder
1455 SW Broadway, Suite 1450
Portland, OR. 97201

J. Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

K. NOTE: IMPORTANT INFORMATION REGARDING PROPERTY TAX PAYMENTS:
Fiscal Year: July 1st through June 30th
Taxes become a lien on real property, but are not yet payable: July 1st
Taxes become certified and payable (approximately on this date): October 15th
First one third payment of taxes is due: November 15th
Second one third payment of taxes is due: February 15th
Final payment of taxes is due: May 15th

Discounts: If two thirds are paid by November 15th, a 2% discount will apply. If the full amount of the taxes are paid by November 15th, a 3% discount will apply.

Interest: Interest accrues as of the 15th of each month based on any amount that is unpaid by the due date. No interest is charged if the minimum amount is paid according to the above mentioned payment schedule.

EXHIBIT ONE

2021 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (07-01-2021)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
      i. the occupancy, use, or enjoyment of the Land;
      ii. the character, dimensions, or location of any improvement on the Land;
      iii. the subdivision of land; or
      iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extend the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any reason not stated in the Covered Risk 13.b
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2021 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (07-01-2021)
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
      i. the occupancy, use, or enjoyment of the Land;
      ii. the character, dimensions or location of any improvement on the Land;
      iii. the subdivision of land; or
      iv. environmental remediation or protection;
   b. any governmental forfeiture, police, regulatory, or national security power
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed or agreed to by the Insured Claimant;
   b. not known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer, or
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

EXHIBIT ONE

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions or location of any improvement erected on the land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed or agreed to by the Insured Claimant;
   (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with the applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions or location of any improvement erected on the land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed or agreed to by the Insured Claimant;
   (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in the Covered Risk 9 of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

WIRE SAFE™ Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
http://www.fbi.gov

Internet Crime Complaint Center:
http://www.ic3.gov

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Effective July 1, 2024

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.* loan or bank account information);
- biometric data (*e.g.* fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics, and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (https://fnf.com/pages/californiaprivacy.aspx) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Texas Residents: For additional information about your Texas consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

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- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users
FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans
Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes
By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us
If you have questions or would like to correct your Personal Information, visit FNF's Privacy Inquiry Website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

City Council Meeting Date: January 6, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Joseph Lindsay, City Attorney

Subject: Amending Council Rules of Procedure

Proposed Motion

I move to amend the City of Keizer City Council Rules of Procedure at Section 5.2 to add a new subsection C as stated herein and re-lettering subsection C, D, and E.

I. Summary

Councilors Christopher, Cross, and Starr asked for an amendment to the Council Rules of Procedure to be added to the January 6, 2025 meeting for consideration as soon as possible.

II. Background

A. Councilor Christopher wanted the Council to consider changes to the amount of discussion time the Council should spend on specific matters for increased efficiency. Two other Councilors, Starr and Cross, also wanted this matter considered at the next meeting on January 6, 2025.

III. Current Situation

A. This matter is coming before Council at the first available meeting after three councilors requested that it be put on the agenda. The request is to add the following language as a new subsection C in Section 5.2: "During Council regular meetings, work sessions, and special meetings, Council members must limit speaking on a single topic during discussions to five (5) minutes per turn. If additional time is needed, the Council member must request and receive permission from a majority of Council before continuing."

IV. Analysis

A. **Strategic Impact** - NA

B. **Financial** - NA

C. **Timing** - This is the first available meeting for the requested matter to be placed on the agenda after three councilors made the request.

D. **Policy/Legal** - The City Council can change its rules of procedure as long as the changes do not violate the Charter.

V. Alternatives

A. Make a minute motion to amend the Council Rules of Procedure as stated herein.

B. Amend the language herein and make a minute motion.

C. Table the discussion until the January 18, 2025 work session.

D. Leave the rules as-is.

VI. Recommendation

Staff recommends the City Council come to an agreement as a group as to the rules the Council want in effect and direct staff accordingly.

Attachments

None

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

MINUTES
KEIZER CITY COUNCIL
Monday, December 9, 2024
Robert L. Simon Council Chambers
930 Chemawa Road NE
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 6:01 p.m.

ROLL CALL

Roll call was taken as follows:

Present:	Staff:
Cathy Clark, Mayor	Adam Brown, City Manager
Shaney Starr, Council President	Tim Wood, Assistant City Manager
Soraida Cross, Councilor	Shane Witham, Planning Director
Kyle Juran, Councilor	Joseph Lindsay, City Attorney
Daniel Kohler, Councilor	Bill Lawyer, Public Works Director
Laura Reid, Councilor	Andrew Copeland, Police Chief
Lore Christopher, Councilor	Garrett Klever, Human Resources Director
	Melissa Bisset, City Recorder

DISCUSSION

a. Short and Long-Term Goal Progress for 2022-2024 Council

Mayor Clark commented that over the last two years there had been several department directors that had retired. She expressed gratitude for the work of the new directors and the directors before them.

City Manager Adam Brown provided an overview of the short and long-term Council-goal progress for 2022-2024.

<u>Short-Term Goals:</u>

Urban Growth Boundary (UGB) Discussion
He shared the status of the UGB discussion, noting that staff had spoken with the Department of Land Conservation and Development (DLCD) about options, there had been a meeting at the Mid-Willamette Valley Council of Governments (MWVCOG) with senior staff from the City of Salem,

City of Keizer, Marion County and Pok County, and there had been a work session about the requirements, barriers, avenues, and impacts on Housing, Employment and Transportation. Mr. Brown shared the various options and commented that public engagement was needed. Next steps included holding town halls.

Discussion ensued as to when Salem might consider expansion. Polk County felt that the process of zoning would take around 10 years. Marion County wanted a solid buy-in and was not interested in being a decision-maker. It was noted that Mr. Brown had been meeting with the staff members, not the governing bodies.

Procurement Simplification
Procurement Simplification had been completed.

City-Wide Camera System
Mr. Brown shared that the Parks Cameras had been being installed and would be done by the end of the year. The License Plate readers were installed and under configuration. The Police Department had received a grant for Body Cameras and the grant approval would come before the City Council. Discussion ensued regarding the timing of the camera projects. Mr. Brown commented on the partnerships between the various City departments to complete the project.

Artifical Turf Project
Mr. Brown displayed a video of the ribbon cutting for the Artifical Turf Project at Keizer Rapids Park.

Codification
Mr. Brown shared that the first draft was anticipated to go live before the end of the year. He prepared the Council to be ready for changes over time as there are 42 years of ordinances pulled into one compilation.

Mayor Clark commented on the significant work of former City Attorney Shannon Johnson, Legal Assistant Tammie Harms, and new City Attorney Joseph Lindsay related to the codification.

Agenda Management System Implementation
The agenda management system was implemented, resulting in improved communication and workflow on agenda items. It was also a great platform for the public to access the content. Mayor Clark commented that the Agenda Management Meetings have been reinstituted to ensure that materials are ready for staff and the public for greater transparency.

Human Resource Information System (HRIS)
The first module of the HRIS would be going live in December and additional features would be rolled out. There would be process improvement and moving away from paper workflows to digital workflows.

Social Media Policy (SMP)
Staff had prepared and reviewed a draft of the SMP with the City Council, and the City Council decided not to move forward with a Council SMP.

Emergency Operations Plan

Staff had made edits to the Emergency Operations Plan. The City was second in line to have the plan reviewed by Marion County in 2025. The City's emergency management digital materials have been organized. Mr. Brown noted that the preparedness had been at the highest level it had been in 10 years. Mr. Brown commented on the great community partnerships. Staff had been working on training.

There was a question on what the public would see regarding the Plan. Discussion ensued regarding the Federal Emergency Management Agency (FEMA) training.

Keizer Event Center Policies and Practices
Documents had been updated. New chairs are expected soon. Six Audio/Visual (AV) companies were consulted. There were comments about the sound being garbled and not a high-quality sound. There was a request for the reports and to use local AV vendors. There was a question about additional improvements with drop-down screens and microphones on the podiums.

Assistant City Manager Tim Wood explained that there had recently been some issues with the new light bulbs that would not work with the lighting fixtures throughout the City Hall building. The maintenance group was working to make sure the ceilings would be strong enough to support the drop-down screens.

Discussion ensued regarding AV improvements. There was a question about possibly working with Oregon Energy Trust. Public Works Director Lawyer shared that staff was working with Oregon Energy Trust to look at the entire facility, which was impacted because the lighting fixtures were obsolete. The energy incentives for light emitting diode (LED) and compact fluorescents are not as good as when lighting changed from incandescent to fluorescents.

Integrate Strategic Plan into Budget
Mr. Brown stated that the Strategic Plan (SP) process had gone through the boards, commissions, and committees, and there had been public engagement. The City received an enormous amount of comments and feedback from the committees to go with the previous public engagement. Mr. Brown was looking forward to working with the Council on a SP for 2025.

Councilor Christopher suggested to see an ad-hoc task force of three councilors to work with the City Manager by parring down all the information and then present it to the City Council.

There would be more discussion during the goal-setting. Concern was expressed about the amount of money that had been spent on the SP and a desire not to spend any more funds on consultant work related to the SP.

Mr. Brown commented on using a regular, community survey to receive longitudinal data, and he feels it would be worth the expense.

Long-Term Goals:

Sidewalk Gap and Repair Program (SGRP)
Mr. Brown stated that no progress had been made on a SGRP. He noted that the Transportation System Plan (TSP) may inform the project. Planning Director Witham shared that there would be funding and a consultant firm to help with the TSP update in 2025. Mr. Witham explained that the

process could take 18 to 24 months.

There was a question about whether there was a map of where sidewalks are missing and a suggestion to make an inventory. Mr. Lawyer shared that there was an inventory, it was available on the website, and it was still pretty accurate. There had been a few infill sidewalks added with some development. In terms of maintenance, there was not a list. Discussion ensued regarding potentially creating a list of City requirements when notifying property owners and requiring them to repair the sidewalks. The current process was complaint-driven and the burden of fixing the sidewalks was on the property owners.

Mr. Lawyer shared that trees are the responsibility of the property owner to maintain, even if trees are in the right-of-way. If a tree in the right-of-way was causing the sidewalk problem, then Public Works would remove the tree, grind the stump, and prep the area for a replacement--or just grind the roots if that would resolve the problem. The property owner would then be responsible for a tree replacement and the concrete.

Discussion ensued regarding potentially changing the policy on the sidewalk gap and repair program. There was a request to have a work session on the topic.

Mr. Lawyer clarified the City was only responsible for sidewalks on City-owned property and Ulali Drive in Area D of Keizer Station, which was an arrangement with the tribes for that roadway.

Transportation System Plan (TSP)
The TSP update had to be proceeded by the Climate-Friendly Equitable Communities work and a scenario planning project. The scenario planning project would help inform the TSP. Meetings were currently taking place. The regional scenario plan would come to the City Council and the City Council would the adopt the plan.

Climate-Friendly Equitable Communities (CFEC)
Mr. Witham explained that the Climate-Friendly Area (CFA) Study and had to be submitted last year. The City obtained a no-cost Intergovernmental Agreement (IGA), the Council of Governments (COG) provided technical support, and the City has moved into Phase II of the CFA studies. One notable piece was that the City Council had done good work with the River-Cherry Overlay District and the Keizer Revitalization Plan that was adopted in 2018. When the CFA process was gone through, areas that had been designated worked pretty well to designate as a CFA. Mr. Witham reviewed where the City was with the process of CFEC implementation.

Urban Growth Boundary (UGB) Evolution
The next phase would be Town Hall discussions in early 2025. There would be a Communication Strategy, statistically sound polling, and Council conversations. There was a suggestion to have a single domain/depository that had all the information about UGB.

Website Overhaul (Mobile-Friendly)
Mobile-friendly changes had been implemented. There was an employee team that was reviewing website vendor options, and there would soon be a recommendation on how to move forward.

Mr. Brown thanked the City Council and City staff.

ADJOURNMENT

Mayor Clark adjourned the meeting at 7:42 p.m.

MAYOR: APPROVED:

_____________________________ _____________________________

Cathy Clark Dawn Wilson, Deputy City Recorder

Minutes approved: ________________________

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

MINUTES
KEIZER CITY COUNCIL
Monday, December 16, 2024
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 7:01 p.m.

ROLL CALL

Roll call was taken as follows:

Present:	**Staff:**
Cathy Clark, Mayor	Adam Brown, City Manager
Shaney Starr, Council President	Tim Wood, Assistant City Manager
Soraida Cross, Councilor	Shane Witham, Planning Director
Kyle Juran, Councilor	Joseph Lindsay, City Attorney
Daniel Kohler, Councilor	Bill Lawyer, Public Works Director
Laura Reid, Councilor	Andrew Copeland, Police Chief
Lore Christopher, Councilor	Garrett Klever, Human Resources Director
Ma'Layah Latty-Farrar, Youth Councilor	Melissa Bisset, City Recorder

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

There were no special orders of business.

COMMITTEE REPORTS

Lisa Cejka, member of the Parks and Recreation Advisory Board, summarized the last meeting. She provided a copy of the Proposed Improvements for the Carlson Skate Park that had been submitted to the Parks and Recreation Advisory Board. She commented on the sense of community at the Skate Park. Ms. Cejka also provided an update on the Gold Star Memorial project. She noted that the Traffic Safety, Bikeways and Pedestrian Committee had brought up the issue of parking at Keizer Little League Park. She highlighted the parking concerns.

Discussion ensued regarding amendments to the Parks Master Plan, potential grants and System

Development Charges (SDC) funds for the Skate Park. There was consensus from Council for staff to work with MIG Consultants on the Parks Master Plan to look at general language to enhance the existing amenities in the City's parks.

PUBLIC COMMENTS

John Strauch, Mid-Valley Media, commented on the set-up time needed for the Chamber's First Citizen Awards Banquet. He felt that more time was needed than one day for the set-up. Corri Falardeau, Keizer Chamber of Commerce Executive Director, added that the request was to start using the room at 1:00 p.m. Discussion ensued regarding treating all non-profits equally. There was consensus from the Council that they could begin using the room to set up at 4:00 p.m. and if no one had booked, then they could use the room earlier in the day.

Shannon Johnson, Keizer, former City Attorney, worked at length on the draft code and was pleased to see the Code adoption come to fruition.

Thanks was expressed to Mr. Johnson for his work on the code.

Judy Liechty, Keizer Community Food Bank, shared that their recent issues with Marion Polk Food Share had been resolved. The issues stemmed from the Oregon Food Bank. She commented on the number of families that they had served and noted that the amount of needs had increased. She stated that the donations were down. She added that she had appreciated the community support.

Marlene Parsons, Keizer, shared that the Keizer Elks Lodge partnered with the Keizer Chamber of Commerce. In addition to the hams that were provided by the Chamber of Commerce, the Elks Lodge provided three food boxes per family.

PUBLIC HEARINGS

There were no public hearings.

ADMINISTRATIVE ACTION

a. Follow Up From Solid Waste Haulers

City Manager Adam Brown shared that during a discussion of the solid waste rate increase proposals, the City Council requested that the solid waste haulers come back before the end of the year with additional information.

Shawn Edmonds, Loren's Sanitation, and Greg Dittman, Valley Recycling and Disposal, stated that Covanta/Reworld was shutting down at the end of the year, and Loren's was ready to take on the additional tons. Their partners at Coffin Butte Landfill were also ready. There would likely be a shutdown period.

There was a question about tipping fee increases by Marion County. The solid waste haulers were still in discussions with Marion County on the fees, and at this point in time, they're not seeing any increases in rates in the next year.

He commented that when the incinerator shuts down, the Medical Material would be transported to Bio-Clean in Salem where they sanitize, shred, and dispose of all the waste so this rate would significantly increase. They were working with DEQ to go through a process to make sure that all the different recycling products were identified and that educational programs would be available. They were looking at expanding the depot to make it more robust with a wider variety of acceptable items.

b. <u>RESOLUTION</u> - Establishing Keizer Park Reservation and Use Fees; Repealing Resolution R2023-3411

Assistant City Manager Tim Wood summarized the staff report. There was a question about efficiency in the reservation process. Discussion ensued regarding the revenue that was barely paying for the costs for parks reservations. If the City keeps the indexing into 2026, the City would lose money with each park reservation. There was a suggestion to look at the application form to make sure there's nothing else that needed to be updated in the form when updating the fees.

<u>Council President Starr moved to adopt Resolution R2024- Establishing Keizer Park Use Fees; Repealing Resolution R2023-3411. Councilor Reid seconded. Motion passed unanimously as follows:</u>
AYES: Clark, Reid, Cross, Kohler, Starr, Juran, and Christopher (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

c. <u>RESOLUTION</u> - Authorizing Disposition of Surplus Property and Authorizing City Manager to Sign Facility Space Intergovernmental Agreement with City of Salem

Police Chief Andrew Copeland summarized the staff report. Discussion followed regarding the radio equipment that had failed during the last outage.

<u>Council President Starr moved to adopt Resolution R2024- Authorizing Disposition of Surplus Property and Authorizing City Manager to Sign Facility Space Intergovernmental Agreement with City of Salem. Councilor Reid seconded. Motion passed unanimously as follows:</u>
AYES: Clark, Reid, Cross, Kohler, Starr, Juran, and Christopher (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

d. <u>RESOLUTION</u> - Approving the City Engineer's Report; Declaring the City's Intent to Form Clear Lake Commons Street Lighting Local Improvement District; Providing Notice and Setting Hearing

City Recorder Melissa Bisset summarized the staff report.

<u>Council President Starr moved to adopt Resolution R2024- Approving the City Engineer's Report; Declaring the City's Intent to Form Clear Lake Commons Street Lighting Local Improvement District; Providing Notice and Setting Hearing. Councilor Reid seconded. Motion passed unanimously as follows:</u>
AYES: Clark, Reid, Cross, Kohler, Starr, Juran, and Christopher (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

e. **<u>RESOLUTION</u> - In the Matter of Adoption of the Municipal Judge Evaluation Process; Repealing Resolutions No. R2021-3142 and R2024-3499**

City Attorney Joseph Lindsay summarized the staff report. There was a question about whether an annual evaluation was often enough. It was noted that there was a schedule for court that would be shared with the City Council on a more consistent basis because court sessions weren't happening every Wednesday.

<u>Council President Starr moved to adopt Resolution R2024- In the Matter of Adoption of the Municipal Judge Evaluation Process; Repealing Resolutions No. R2021-3142 and R2024-3499. Councilor Reid seconded. Motion passed unanimously as follows:</u>
AYES: Clark, Reid, Cross, Kohler, Starr, Juran, and Christopher (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

f. **<u>ORDINANCE</u> - Creating a Planning Commission; Providing for its Composition and Organization; Providing its Powers and Duties; Repeal of Ordinances 2020-824 and 2023-867**

Planning Director Shane Witham summarized the staff report. There was a question regarding the number of people on the commission in the same industry. Mr. Witham shared that there was quite a bit of discussion by the Planning Commission and that they were comfortable with the current language.

Mr. Lindsay shared that it was almost verbatim to the State's requirements. The City of Keizer had a stricter threshold in the language where the City requires no more than one of the same business, trade, occupation, or profession and the State requires no more than two. Discussion ensued regarding whether the membership should still include a non-resident member. There was discussion regarding other City Boards, Commissions and Committees and that there should be a tie at minimum to Keizer. Discussion ensued regarding whether term limits should continue. Mr. Lindsay would incorporate the suggested changes into the Ordinance and Resolution.

- There was consensus to look at adding an additional term for the planning commission members.
- There was consensus on not having term limits.

Mr. Lindsay would incorporate the suggested changes and bring them to the Planning Commission for further discussion at their January meeting.

<u>Council President Starr moved to approve the proposed Planning Commission Resolution R2025 in the matter of adopting rules of the Commission and Repeal of Resolution 83-1, 83-2, and R98-2 and recommend that the Planning Commission adopt such Resolution. Councilor Reid seconded. Motion passed unanimously as follows:</u>
AYES: Clark, Reid, Cross, Kohler, Starr, Juran, and Christopher (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

Mayor Clark called a recess.

g. ORDINANCE - Adopting and Enacting a New Code for the City of Keizer, Oregon; Providing for the Repeal of Certain Ordinances Not Included Therein; Providing a Penalty for the Violation Thereof: Providing for the Manner of Amending Such Code and Providing When Such Code and This Ordinance Shall Become Effective

RESOLUTION - Repealing Resolutions R85-144, R85-154, R86-206, and R2001-1232

Mayor Clark reconvened the meeting.

City Attorney Joseph Lindsay summarized the staff report. It was noted that certain chapters are reserved for ease of use. It was commented that the City Council would mostly use the code online instead of hard copies for everyone, which would be searchable and be a cost savings.

Council President Starr moved to adopt an Ordinance 2024- Adopting and Enacting a New Code for the City of Keizer, Oregon; Providing for the Repeal of Certain Ordinances Not Included Therein; Providing a Penalty For the Violation Thereof; Providing for the Manner of Amending Such Code; And Providing When Such Code and this Ordinance Shall Become Effective. Councilor Reid seconded. Motion passed unanimously as follows upon first reading:
AYES: Clark, Reid, Cross, Kohler, Starr, Juran, and Christopher (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

It was noted that the code adoption page would be changed by replacing Councilor Robert Husseman's name with Councilor Lore Christopher. There was a comment that the code had been delivered at the time Councilor Husseman was still on the Council and Councilor Christopher had not yet been appointed.

There was a request to refer to the Code as Keizer Municipal Code (KMC).

Council President Starr moved to adopt Resolution R2024- Repealing Resolutions R85-144, R85-154, R86-206, and R2001-1232. Councilor Reid seconded. Motion passed unanimously as follows:
AYES: Clark, Reid, Cross, Kohler, Starr, Juran, and Christopher (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

h. Discussion Regarding Revisions to the City Council Rules of Procedure

City Attorney Joseph Lindsay summarized the staff report. Discussion followed regarding the proposed changes.

Concern was expressed about the start time of executive sessions, especially when there was an item that would be on the regular session agenda. Mr. Lindsay commented that executive sessions could start at 5:30 p.m. or be added to the end of the regular session if an end time was determined, or even be placed in the middle of the regular session when there was an action item. The majority of the Councilors were in favor of moving to a 6 p.m. start time for City Council meetings.

It was clarified that the Council Rules could be changed by motion and that a Resolution could be brought forward as well to incorporate changes.

There was a suggestion to find efficiencies in the City council meeting.

Discussion ensued regarding regional votes and having the Council's interest when councilors are voting on matters outside the City's business.

There was Council discussion regarding how to proceed with the changes.

There was a suggestion to table committee assignments and then proceed with another chunk of sections. That would also provide the opportunity to hear from Councilor-elect Parsons.

There was discussion about making appointments for Councilors Parsons and Christopher to fill in the gaps at the January 6th meeting and then holding over other assignments until the new process was determined.

The Council decided to continue discussion on their rules on Saturday, January 18th.

<u>Councilor Christopher moved to start City Council meetings at 6:00 p.m. beginning January 6th with the whole section on the three-hour language. Councilor Cross seconded. Motion passed as follows:</u>
AYES: Cross, Kohler, Starr, Juran, and Christopher (5)
NAYS: Reid and Clark (2)
ABSTENTIONS: None (0)
ABSENT: None (0)

CONSENT CALENDAR

<u>Councilor President Starr moved that the Keizer City Council approve the Consent Calendar. Councilor Reid seconded. Motion passed unanimously as follows:</u>
AYES: Clark, Reid, Starr, Cross, Kohler, Juran, and Christopher (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

a. **<u>RESOLUTION</u> - Accepting the Canvass of Election Votes from the November 5, 2024, General Election for the Keizer City Council Positions (Mayor and City Council Positions 1, 2, 3)**

b. **<u>RESOLUTION</u> - Authorizing City Manager to Sign Local Government Grant Program Agreement for Keizer Rapids Park Bathroom, Trail, and ADA (PHASE II)**

c. **Approval of December 2, 2024 Special Session Minutes**

d. Approval of December 2, 2024 Regular Session Minutes

OTHER BUSINESS

There was no other business.

STAFF UPDATES

Human Resources Director Klever announced that it was the first day of using the new HRIS system, PeopleGuru.

Assistant City Manager Wood encouraged everyone to continue conserving water during the sewer reset period in an effort to keep their utility bills from increasing.

Chief Copeland reported that the Police Department participated in Shop with a Cop.

Public Works Director Lawyer recognized the Public Works staff for the honorable mention for the float entry once again and did a great job building the float.

COUNCIL MEMBER REPORTS

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

AGENDA INPUT

Monday, January 6, 2025 - 6:00 p.m.
City Council Regular Session

City Council Work Session - The Council decided that the Work Session would be from 8 a.m. - 12 p.m. on Saturday, January 18, 2025.

Tuesday, January 21, 2025 - 6:00 p.m.
City Council Regular Session

ADJOURNMENT

Mayor Clark adjourned the meeting at 11:19 p.m.

MAYOR:	APPROVED:
______________________________	______________________________
Cathy Clark	Dawn Wilson, Deputy City Recorder

Minutes approved: ____________________

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