

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

Tuesday, January 21, 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. Promotion of Scott Keniston to Sergeant
 - b. Recognition of Machell DePina, Human Resources Director Emeritus
5. **COMMITTEE REPORTS**
 - a. Municipal Judge Evaluation Council Assignments
6. **PUBLIC COMMENTS**

This time is provided for citizens to address the Council on any matters other than those on the agenda scheduled for public hearing.
7. **PUBLIC HEARINGS**
 - a. **RESOLUTION** - Forming Clear Lake Commons Street Lighting Local Improvement District

ORDINANCE - Spreading Assessments to Clear Lake Commons Street Lighting Local Improvement District
 - b. OLCC Application - Change of Ownership - Off-Premises Liquor License - US Market 1025
8. **ADMINISTRATIVE ACTION**
 - a. Event Center Fee Waiver - Keizer Chamber of Commerce Percey Auction

- b. Event Center Fee Waiver - CASA of Marion County Dinner
- c. Budget Request - Greater Northeast Keizer Neighborhood Association (GNEKNA)
- d. **RESOLUTION** - Authorizing City Manager to Sign Letter of Intent with Terra Firma Property Development LLC (Keizer Station Area B)
- e. **ORDINANCE** - Relating to Planning Commission; Amending Keizer Code Sections 2-123 and 2-124
- f. **RESOLUTION** - Authorizing the City Manager to Enter Into a Contract with Turney Excavating Inc. for Manhole Repairs
- g. Discussion regarding the potential sunset of the Personnel Policy Committee (PPC)
- h. **RESOLUTION** - Adopting the City of Keizer Council Rules of Procedure; Repealing Resolutions R2022-3369, R2023-3370, R2023-3373, R2024-3440, R2024-3505, Minute Motion Made December 16, 2024, and Minute Motion Made January 6, 2025
- i. Boards, Commissions, Committee Appointments for City Council

9. **CONSENT CALENDAR**

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**

- Monday, February 3, 2025 - 6:00 p.m. - City Council Regular Session
- Monday, February 10, 2025 - 6:00 p.m. - City Council Work Session
- Tuesday February 18, 2025 - 6:00 p.m. - City Council Regular Session
- Monday, February 24, 2025 - 6:00 p.m. - Long Range Planning Task Force

14. **ADJOURNMENT**

City of Keizer Mission Statement

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

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



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: Municipal Judge Evaluation Assignments

Proposed Motion

No motion necessary.

I. Summary

At the first meeting in January every odd numbered year, two Councilors will volunteer to attend arraignments and/or hearings and check in with the Judge for the upcoming year and two Councilors will volunteer to attend arraignments and/or hearings and check in with the Judge for the following year.

II. Background

- A. The Keizer City Council adopted the Municipal Court Judge Observation Form at the September 3, 2024 regular session and a Resolution adopting the new process during a regular session on December 16, 2024.

III. Current Situation

- A. Two Councilors should volunteer to attend arraignments and/or hearings and check in with the Judge for the upcoming year and two Councilors should volunteer to attend arraignments and/or hearings and check in with the Judge for the following year.

IV. Analysis

- A. **Strategic Impact** - NA
- B. **Financial** - NA
- C. **Timing** - Resolution R2024-3527 explains that the volunteers should be announced at the first meeting in January every odd numbered year.
- D. **Policy/Legal** - Resolution R2024-3527 outlines the process for the assignment and evaluation.

V. Alternatives

- A. Two Councilors volunteer for this year and two Councilors volunteer for next year.
- B. Councilors volunteer at a future meeting.

VI. Recommendation

Staff recommends Councilors volunteer for the assignments.

Attachments

1. RES_Municipal Court Judge Evaluation Resolution

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

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2024-3527

4
5 IN THE MATTER OF ADOPTION OF THE
6 MUNICIPAL JUDGE EVALUATION PROCESS;
7 **REPEALING RESOLUTION NO. R2021-3142 AND**
8 **RESOLUTION R2024-3499**
9

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

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

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

15 WHEREAS, Resolution R2024-3499 approved the observation form to be used in
16 the evaluation process;

17 WHEREAS, the City Council wishes to adopt a new evaluation process and
18 include the observation form in one resolution;

19 NOW, THEREFORE,

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

22 At the first meeting in January every odd numbered year, two Councilors will
23 volunteer to attend arraignments and/or hearings and check in with the Judge for the
24 upcoming year and two Councilors will volunteer to attend arraignments and/or hearings
25 and check in with the Judge for the following year. The Councilors will complete the
26 Council adopted Municipal Court Judge Observation Form attached hereto and return

1 the completed form to the City Attorney no later than the first meeting in September
2 each year. The City Attorney will remind City Council in September if the evaluations
3 have not been completed. The City Attorney will review the completed Observation
4 Form and if there are any Unsatisfactory scores, the City Attorney will set an executive
5 session between the Judge and the Keizer City Council for further evaluation and such
6 evaluation shall be held in executive session pursuant to state law. If no Unsatisfactory
7 scores are identified, the City Attorney will add the matter to the agenda and the
8 Councilors will report their observations to the City Council at a regularly scheduled
9 meeting no later than the second meeting in October each year. Failure to complete this
10 process each year shall in no way effect the Municipal Judge's position of validity,
11 effectiveness or jurisdiction of the municipal court or the Municipal Judge.

12 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
13 Resolutions No. R2021-3142 and R2024-3499 are hereby repealed in their entirety.

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

16 PASSED this 16th day of December, 2024.

17
18 SIGNED this 16th day of December, 2024.

19
20 
21 Mayor

22
23 
24 City Recorder

Municipal Court Judge Observation Form

IMPORTANT: Use this form when observing court. This form is not an actual evaluation. It is to aid an observer in what areas to be mindful of when visiting the court. If any areas are unsatisfactory, then the City Council should hold an executive session to discuss this matter. It is imperative that any evaluative statements about a city official's job performance are conducted after proper, written notice.

Judge's Name:

Date of Observation:

Evaluator's Name:

SCORING from 1 to 4:

***use dashed line for
any examples/notes*

1 Unsatisfactory

2 Fair

3 Meets Expectations/Good

4 Exceeds Expectations/Excellent

AREAS OF EVALUATION

SCORE

- | | |
|---|-------|
| 1. Appropriate Temperament/Courteous | _____ |
| ----- | _____ |
| 2. Legal Knowledge/Command of the Law | _____ |
| ----- | _____ |
| 3. Fairness/Objectivity | _____ |
| ----- | _____ |
| 4. Communication/Explaining | _____ |
| ----- | _____ |
| 5. Listening/Helping Others Feel Heard | _____ |
| ----- | _____ |
| 6. Case Management/Efficient Courtroom Operations | _____ |
| ----- | _____ |
| 7. Appearance of Ethics/Lack of Bias or Conflict | _____ |
| ----- | _____ |
| 8. Decision Making/Creative Solutions | _____ |
| ----- | _____ |
| 9. Professionalism/Respectable | _____ |
| ----- | _____ |
| 10. Collegiality/Good Working Relations | _____ |
| ----- | _____ |

Additional Comments or Feedback:



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

Proposed Motion

I move to adopt Resolution R2025-___ Forming the Clear Lake Commons Street Lighting Local Improvement District.

I move to adopt Ordinance No. 2025-___ Spreading Assessments to Clear Lake Commons Street Lighting Local Improvement District.

I. Summary

On December 16, 2024, the City Council approved the City Engineer's report and set a public hearing to consider remonstrances to the project and objections to the proposed assessments. Notice of the public hearing stating the intention to form the district and to assess for the lighting improvements was mailed to the property owner as required under City of Keizer Ordinance 94-278. This Council action was taken in response to a petition from the developer requesting the formation of the lighting district in this area.

II. Background

- A. A petition was filed on October 29, 2024, by Trademark Enterprises LLC to form a Local Improvement District for street lights. The petition contains the number of required signatures of the property owner as outlined by City of Keizer Ordinance 94-278.
- B. On November 18, 2024, the City Council adopted Resolution R2024-3518 and found it necessary and convenient to form a lighting district and to finance the district in whole or in part by special assessment and declaring its intent to form the district. The Council further directed the City Engineer to make a survey of the district and file a written report with the City Recorder on or before December 6, 2024.
- C. On December 16, 2024, the City Council approved the City Engineer's report and set a public hearing to consider remonstrances to the project and objections to the proposed assessments. Notice of the public hearing stating the intention to form the district and to assess for the lighting improvements was mailed to the property owner

as required under City of Keizer Ordinance 94-278.

III. Current Situation

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

IV. Analysis

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

V. Alternatives

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

VI. Recommendation

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

Attachments

1. ORD_94-278_1994-03-21
2. PET_Street Lighting District Petition
3. REP_Clear Lake Commons - Engineer's Report
4. DOC_ClearLake Deed
5. MAP_Clear Lake Commons
6. MAP__1 21 24
7. MAP_1 21 24
8. RES_2024-3518_2024-11-18
9. RES_2024-3526_2024-12-16
10. RES_CC_Forming Clear Lake Commons Street Light District_1 21 2025
11. ORD_CC_Spreading Assessments to Clear Lake Commons Street Lighting District_1 21 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."

1 BILL NO. 260
2

A BILL FOR

ORDINANCE NO.
94- 278

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

6 The City of Keizer ordains as follows:

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

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

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

28 ///

1 - ORDINANCE NO. 94- 278

FMAGIC

LIEN, HOBSON & JOHNSON

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

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

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

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

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

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

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

2 - ORDINANCE NO. 94-_____

LIEN, HOBSON & JOHNSON

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

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

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

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

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

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

3 (1) The name of the proposed district.

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

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

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

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

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

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

4 - ORDINANCE NO. 94-_____

LIEN, HOBSON & JOHNSON

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

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

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

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

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

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

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

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

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

19 **Section 8. Special Hearing when Low Bid Substantially**
20 **Exceeds Engineer's Estimate.** If the Council finds upon opening
21 bids for the work of such installation that the lowest
22 responsible bid substantially exceeds the Engineer's estimate,
23 it may, in its discretion, hold a special hearing of objections
24 to proceeding with the improvement on the basis of such bid and
25 may direct the City Recorder to publish reasonable notice
26 thereof in a newspaper of general circulation in the City.

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

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

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

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

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

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

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

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

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

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

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

2 The notice shall state the following:

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

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

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

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

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

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

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

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

22 (3) At the hearing the Council shall:

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

9 - ORDINANCE NO. 94-_____

LIEN, HOBSON & JOHNSON

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

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

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

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

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

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

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

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

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

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

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

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

10 - ORDINANCE NO. 94-_____

LIEN, HOBSON & JOHNSON

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 from an interest undercharge.

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

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

17 - ORDINANCE NO. 94-_____

LIEN, HOBSON & JOHNSON

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

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

18 - ORDINANCE NO. 94-_____

LIEN, HOBSON & JOHNSON

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

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

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

9 PASSED this 21st day of March , 1994.

10 SIGNED this 21st day of March , 1994.

11
12

Al Miller, Council President
Mayor

13
14

Gracy H. Davis
City Recorder

15 824COK2.013

19 - ORDINANCE NO. 94-_____

LIEN, HOBSON & JOHNSON

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

PETITION TO FORM LOCAL IMPROVEMENT DISTRICT FOR STREET LIGHTING

To the City Council for the City of Keizer:

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

Clear Lake Commons

within the City of Keizer.

The legal description of the proposed district is:

See attached deed

PLEASE ATTACH A MAP OF THE AREA

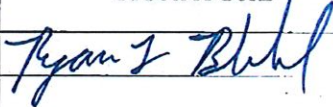
This petition to form this district is in conformity with the charter, ordinances and regulations of the City of Keizer.

PETITION SUBMITTED BY:

NAME: Jeremy Grenz

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

PHONE NUMBER: 503-910-7805

DATE	DEED HOLDER/CONTRACT BUYER	SIGNATURE	ADDRESS OF PROPERTY (IF VACANT - LOT NUMBER/SECTION)
10/28/2024	Trademark Enterprises LLC		1135 Clear Lake Rd. NE



THIS SPACE RESERVED FOR RECORDER'S USE

After recording return to:

Trademark Enterprises LLC, an Oregon limited liability company

PO Box 5248

Salem, OR 97304

Until a change is requested all tax statements shall be sent to the following address:

Trademark Enterprises LLC, an Oregon limited liability company

PO Box 5248

Salem, OR 97304

File No. 604334AM

MARION COUNTY RECORDS

2023-32705

D-DEED

10/31/2023 02:12 PM

\$10.00 \$11.00 \$10.00 \$60.00

\$91.00



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

William J. Burgess

Pgs=2 DEB

STATUTORY WARRANTY DEED

John C. Terpening and Holly H. Terpening, as tenants by the entirety ,

Grantor(s), hereby convey and warrant to

Trademark Enterprises LLC, an Oregon limited liability company,

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

Beginning on the South line of the Northeast quarter of Section 23, in Township 6 South, Range 3 West of the Willamette Meridian in Marion County, Oregon, at an iron pipe which is 1947.11 feet West from the quarter corner between Sections 23 and 24 of said Township and Range; thence North 404.79 feet to the Southwest corner of Clear Lake Addition No. 2; thence East, along the South line of said Addition, a distance of 192.76 feet to an iron rod which is 107.65 feet West from the initial corner of said Addition; thence South 404.79 feet to a point on the South line of the Northeast quarter of said Section 23; thence West 192.76 feet to the point of beginning.

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

063W23AC05300

519631

The true and actual consideration for this conveyance is \$725,000.00.

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

Marion County
Document Separator Page

Instrument # 2023-32705

October 31, 2023 02:12 PM

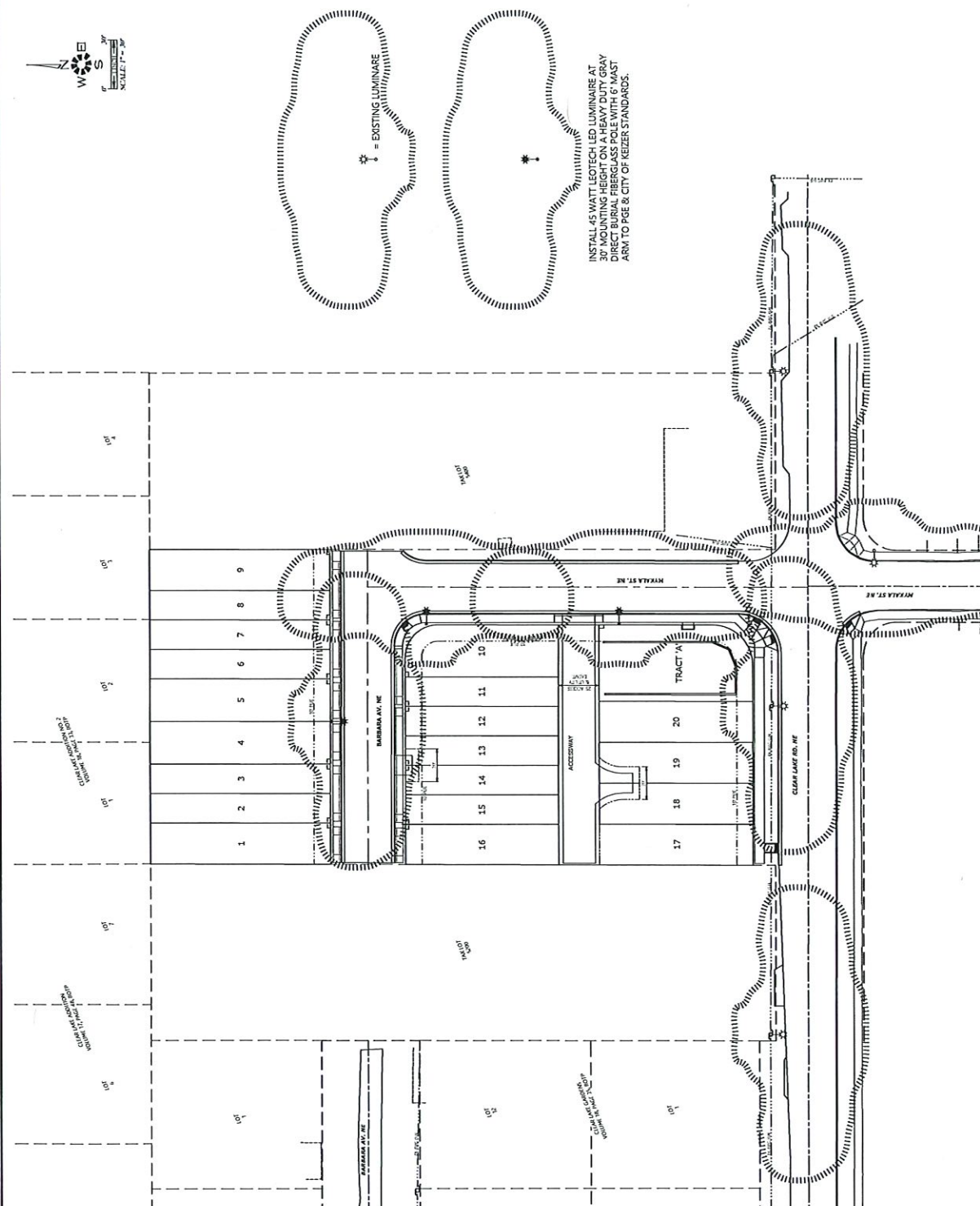
State of Oregon
County of Marion

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

Fee: \$91.00

Bill Burgess
Marion County Clerk

This is not an invoice.



06 3W 23AC

06 3W 23AC

KEIZER



MARION COUNTY, OREGON
SW 1/4 NE 1/4 SEC 23 T6S R3W W.M.
SCALE 1" = 100'

LEGEND

LINE TYPES

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

CORNER TYPES

- + 1/4 Section Cor.
- ⊙ D.C. Corner
- ⊕ 1/4 Section Cor.
- ⊕ 16, 15 Section Corner
- ⊕ 21, 22 Section Corner

NUMBERS

Tax Code Number
00 00 0

Acres
All acres listed are Not Acres, excluding any portions of the taxlot within public ROWs

NOTES

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



CANCELLED NUMBERS

2100
2400
2600
2800
3000
3200
3400
3600
3800
4000
4200
4400
4600
4800
5000
5200
5400
5600
5800
6000
6200
6400
6600
6800
7000

DISCLAIMER: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY

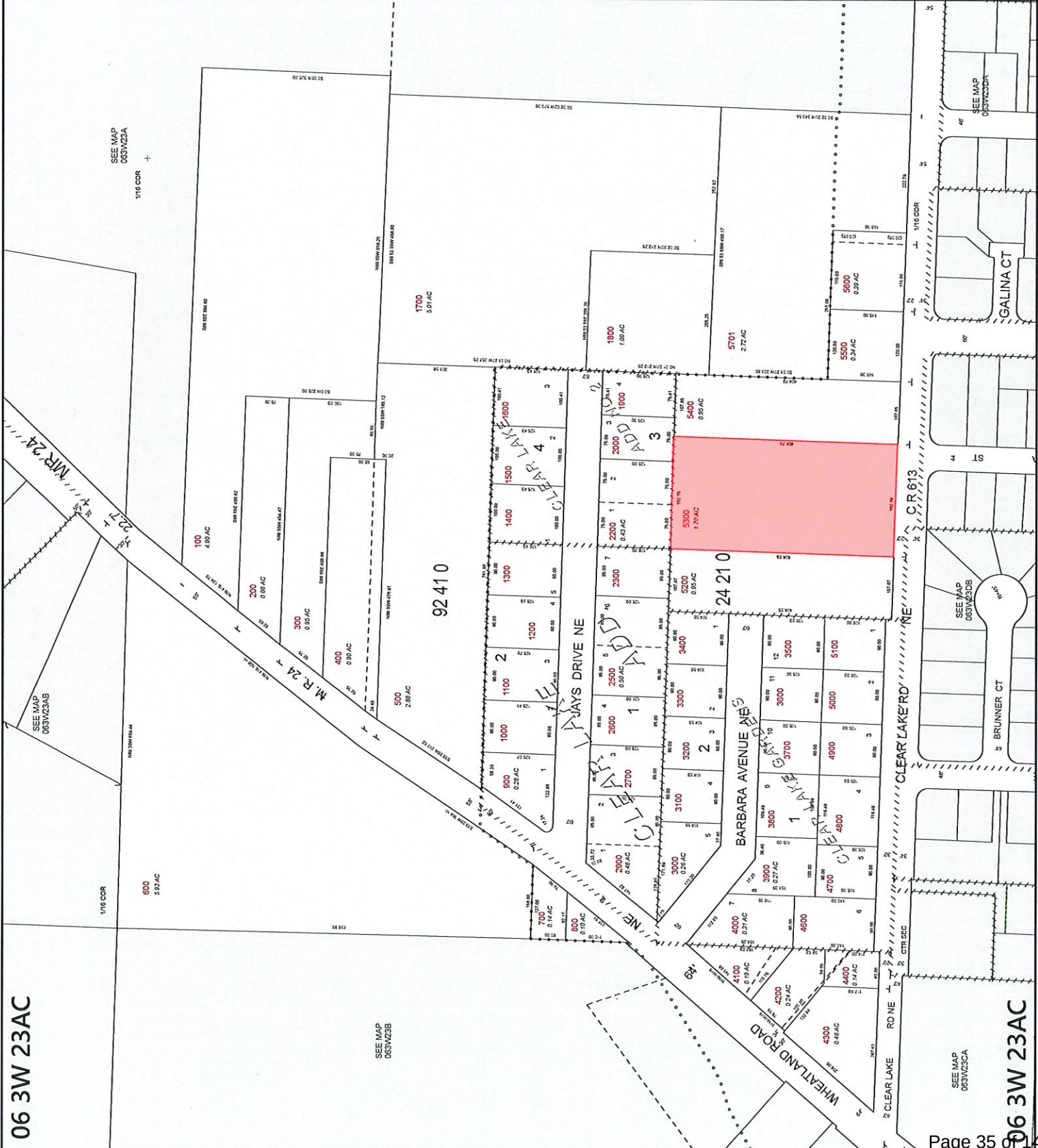


FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
WWW.CO.MARION.ORG

PLOT DATE: 10/16/2020

KEIZER

06 3W 23AC



ENGINEER'S REPORT
FOR
CLEAR LAKE COMMONS
STREET LIGHTING DISTRICT

For City Council Action December 16, 2024



Prepared by:



Date: November 21, 2024

Project File: 4353-11

To: The Honorable Mayor and City Council

From: City Engineer's Office

Subject: Street Lighting District for Clear Lake Commons

Authority and Purpose:

This report is submitted in accordance with the requirements of City of Keizer **Ordinance No. 94-278** and Council **Resolution 2024-3518** for the purpose of creating the subject Street Lighting District.

District Boundaries and Map:

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

Lighting Plan:

The lighting improvements will consist of 3, 45-Watt, LED luminary at 30' mounting height attached to a 35' heavy-duty, direct-bury, gray fiberglass pole with a 6' aluminum mast arm. This design is selected to meet current city standards and provide the most efficient light coverage. It is recommended that installation be accomplished by the following method:

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

Estimated Developer Costs:

(3) 45-Watt luminary @ \$7.69 per month ea. X 12 mos.	\$276.84
(3) 35' HD, DB fiberglass pole @\$8.62 per month ea. X 12 mos.	\$310.32
Administrative Fee @ \$8.10/Lot:	\$162.00
Engineering @ \$14.00/Lot:	<u>\$280.00</u>
Total Assessment	\$1,029.16
(1) Per Lot Assessment (First Year, 20 Lots)	\$51.46

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

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

For the developer, the first-year assessment would include the one-time costs for District formation and engineering. Subsequent year's assessments would reduce to \$29.36 per lot.

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

Respectfully submitted,



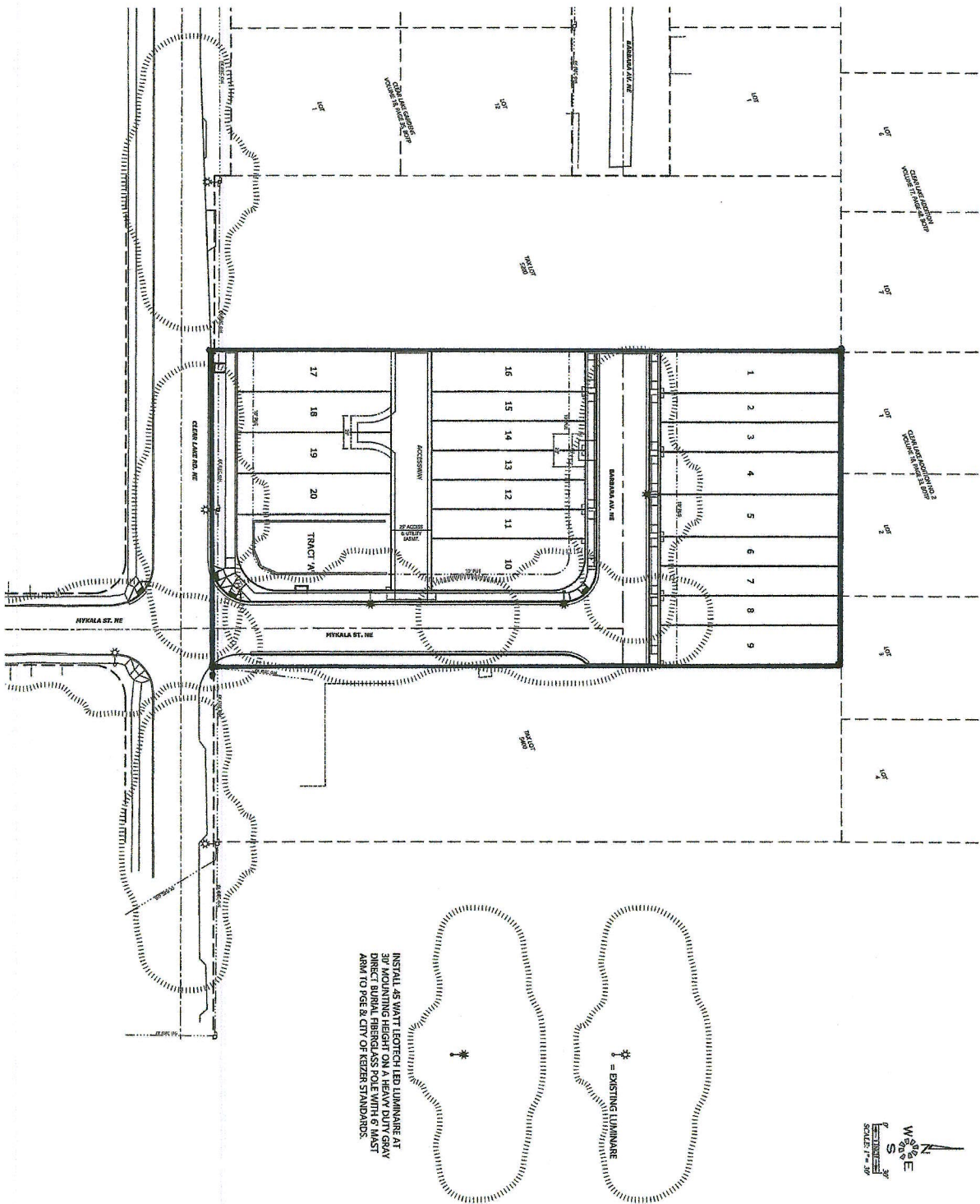
AKS Engineering & Forestry, LLC
Richard Walker, P.E., Principal

PRELIMINARY ASSESSMENT ROLL

CLEAR LAKE COMMONS
STREET LIGHTING DISTRICT

Assessors Map and Tax Lot No.
063W23AC
05300

<u>Lot#</u>	<u>Owner</u>	<u>Cost (per lot)</u>
1 - 20	TRADEMARK ENTERPRISES LLC P.O. BOX 5248 SALEM, OR 97304	\$51.46 (first year)
	Total Assessment:	\$1,029.16



	Design: M.D.C.	NO CHANGES, MODIFICATIONS OR REPRODUCTIONS TO BE MADE TO THESE DRAWINGS WITHOUT WRITTEN AUTHORIZATION FROM THE DESIGN ENGINEER. DIMENSIONS & NOTES TAKE PRECEDENCE OVER GRAPHICAL REPRESENTATION.	CLEARLAKE COMMONS	STREET LIGHTING PLAN	MULTI/TECH ENGINEERING SERVICES, INC. 1188 13th St. S.E. Salem, OR 97302 PH: (503) 363-9327 FAX: (503) 364-1160 www.mtengr.com email: info@mtengr.com
	Drawn: D.G.S.				
	Checked: J.J.G.				
	Issue Date: 10/30/2024				
Scale: AS SHOWN	As-Built: ****				



THIS SPACE RESERVED FOR RECORDER'S USE

After recording return to:

Trademark Enterprises LLC, an Oregon limited liability company

PO Box 5248

Salem, OR 97304

Until a change is requested all tax statements shall be sent to the following address:

Trademark Enterprises LLC, an Oregon limited liability company

PO Box 5248

Salem, OR 97304

File No. 604334AM

MARION COUNTY RECORDS

2023-32705

D-DEED

10/31/2023 02:12 PM

\$10.00 \$11.00 \$10.00 \$60.00

\$91.00



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

Pgs=2 DEB

STATUTORY WARRANTY DEED

John C. Terpening and Holly H. Terpening, as tenants by the entirety ,

Grantor(s), hereby convey and warrant to

Trademark Enterprises LLC, an Oregon limited liability company,

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

Beginning on the South line of the Northeast quarter of Section 23, in Township 6 South, Range 3 West of the Willamette Meridian in Marion County, Oregon, at an iron pipe which is 1947.11 feet West from the quarter corner between Sections 23 and 24 of said Township and Range; thence North 404.79 feet to the Southwest corner of Clear Lake Addition No. 2; thence East, along the South line of said Addition, a distance of 192.76 feet to an iron rod which is 107.65 feet West from the initial corner of said Addition; thence South 404.79 feet to a point on the South line of the Northeast quarter of said Section 23; thence West 192.76 feet to the point of beginning.

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

063W23AC05300

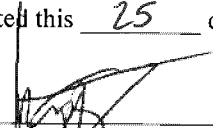
519631

The true and actual consideration for this conveyance is \$725,000.00.

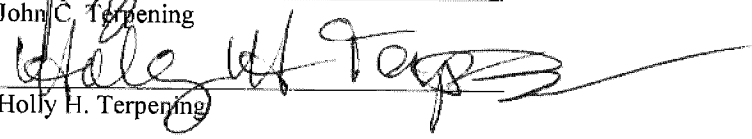
The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

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

Dated this 25 day of October, 2023.



John C. Terpening

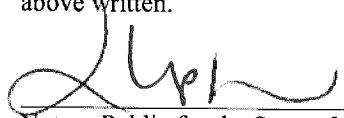


Holly H. Terpening

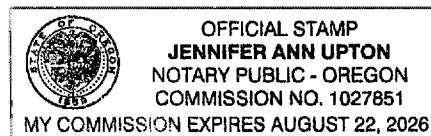
State of Oregon } ss
County of Marion }

On this 25th day of October, 2023, before me, Jennifer Ann Upton a Notary Public in and for said state, personally appeared John C. Terpening and Holly H. Terpening, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.

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



Notary Public for the State of Oregon
Residing at: Salem, OR
Commission Expires: 8/22/2026



Marion County
Document Separator Page

Instrument # 2023-32705

October 31, 2023 02:12 PM

State of Oregon
County of Marion

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

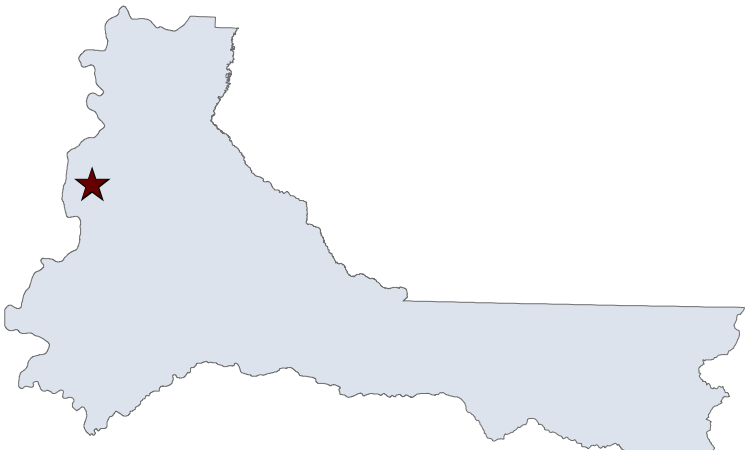
Fee: \$91.00

Bill Burgess
Marion County Clerk

This is not an invoice.

06 3W 23AC

06 3W 23AC
KEIZER



MARION COUNTY, OREGON
SW1/4 NE1/4 SEC23 T6S R3W W.M.
SCALE 1" = 100'

LEGEND

LINE TYPES

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

CORNER TYPES

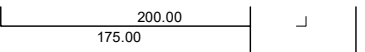
- | | |
|-----------------------|------------------|
| + 1/16TH Section Cor. | 1/4 Section Cor. |
| ⊙ DLC Corner | Section Corner |

NUMBERS

- Tax Code Number
00 00 0
- Acreage
0.25 AC
- All acres listed are Net Acres, excluding any portions of the taxlot within public ROWs

NOTES

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



CANCELLED NUMBERS

2100
2400
2800
4500
5700

DISCLAIMER: THIS MAP WAS PREPARED
FOR ASSESSMENT PURPOSES ONLY



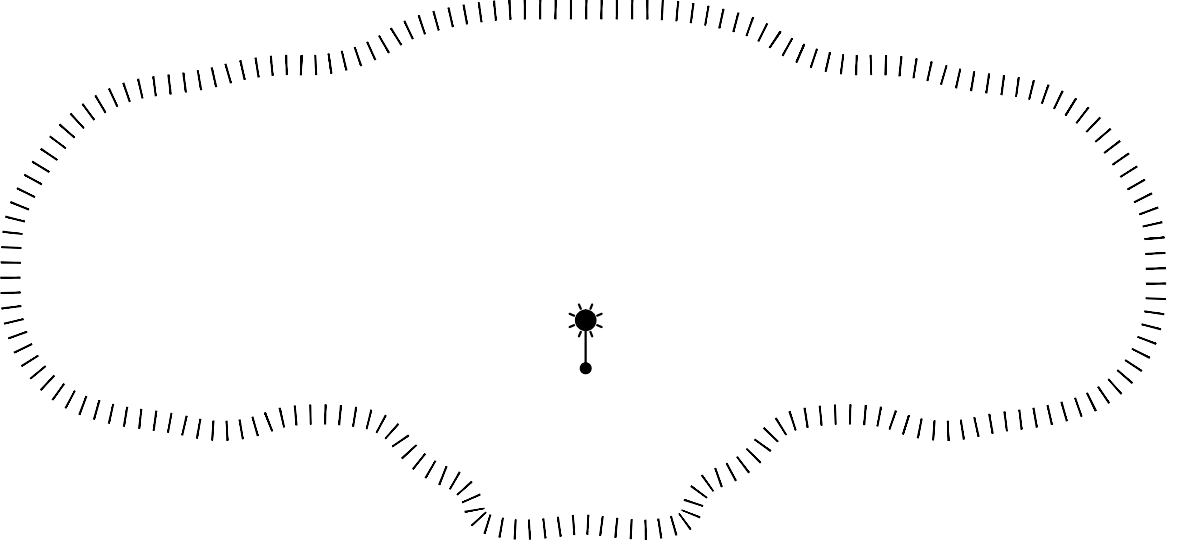
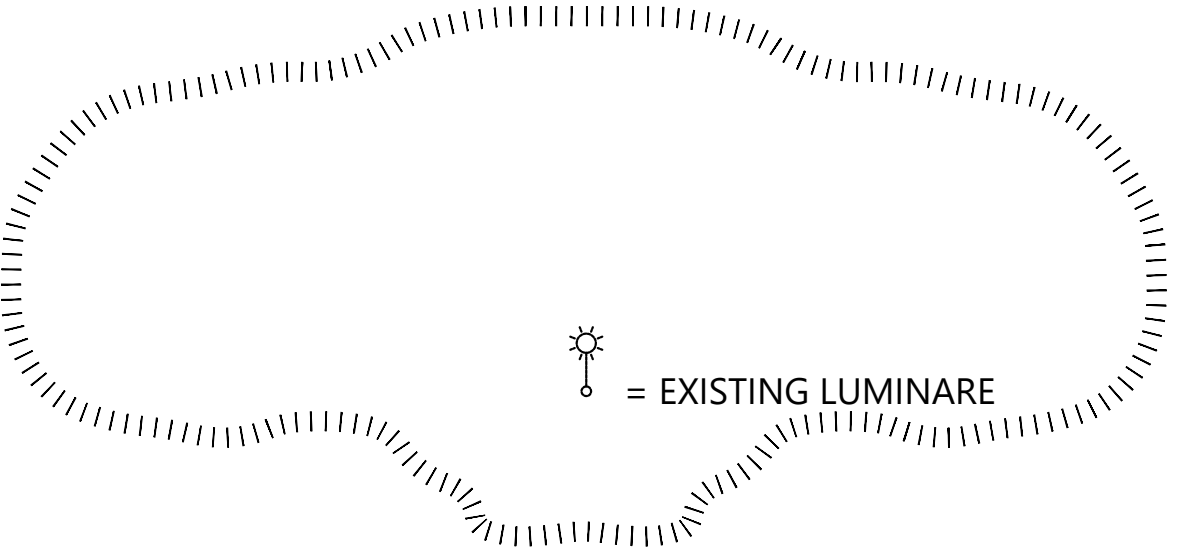
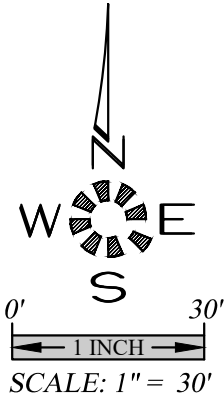
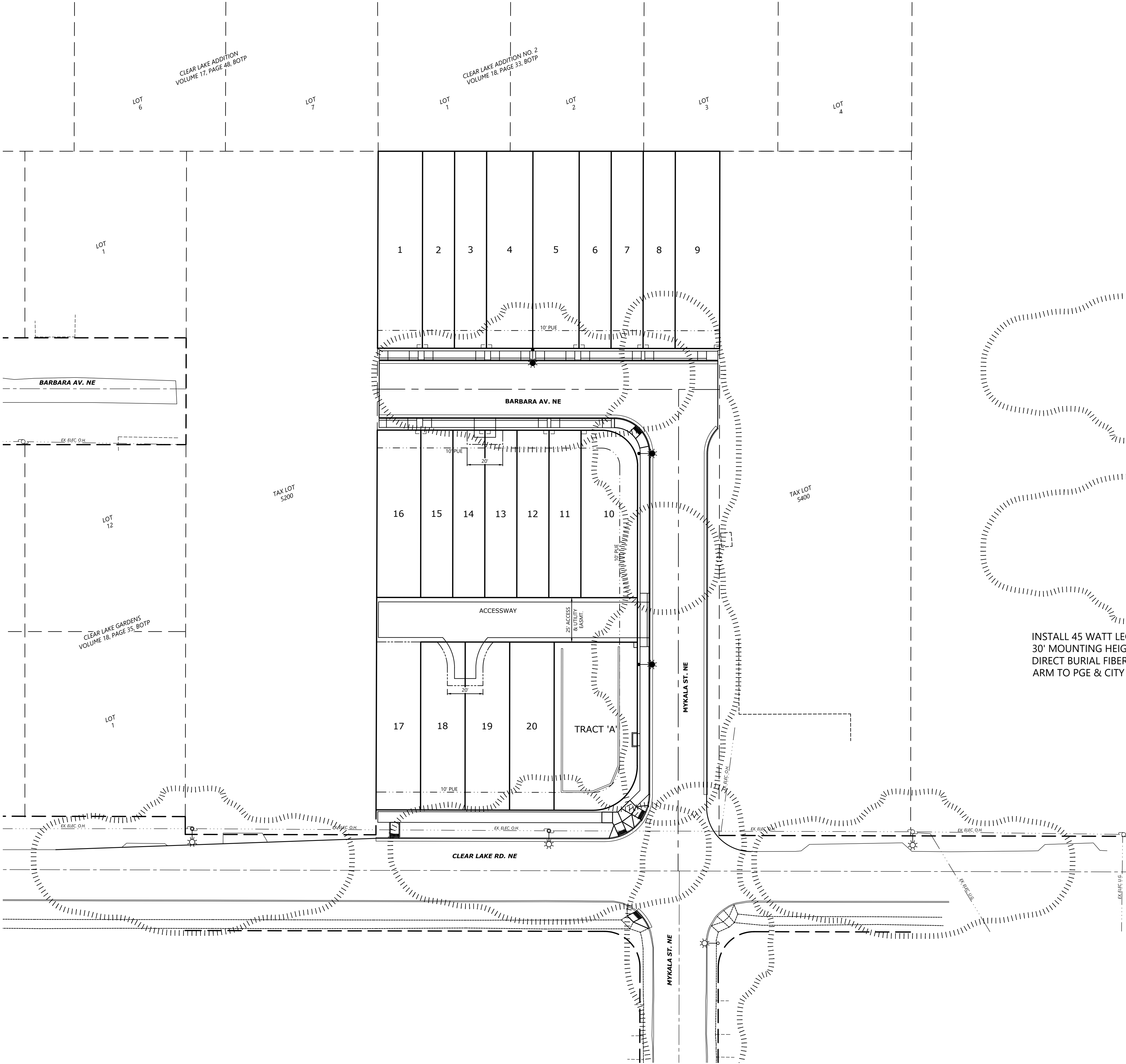
Assessors Office
Cartography Dept

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

PLOT DATE: 10/16/2020

KEIZER
06 3W 23AC

2:\76x11611 - Clearlake.dwg 4/23/25 11:56am 7611-LITE 10/15/2024 10:25:25 AM D.Gale



INSTALL 45 WATT LEOTECH LED LUMINAIRE AT 30' MOUNTING HEIGHT ON A HEAVY DUTY GRAY DIRECT BURIAL FIBERGLASS POLE WITH 6' MAST ARM TO PGE & CITY OF KEIZER STANDARDS.

MULTI/TECH

ENGINEERING SERVICES, INC.
1155 13th ST. S.E. SALEM, OR. 97302
PH: (503) 363-9227 FAX: (503) 366-1260
www.mtiengineering.net office@mtiengineering.net

STREET LIGHTING PLAN

CLEARLAKE COMMONS

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

7611D	7611-LITE
Design:	M.D.G.
Drawn:	D.G.G.
Checked:	J.J.G.
Issue Date:	10/15/2024
Scale:	AS SHOWN
As-Built:	----

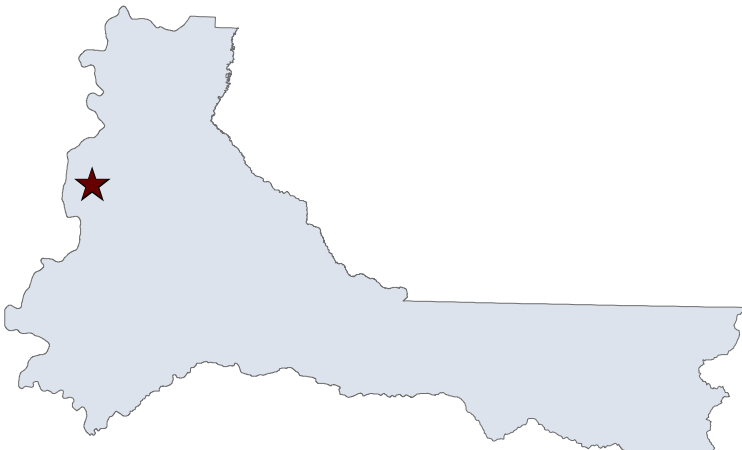


JOB # 7611

703

06 3W 23AC

06 3W 23AC
KEIZER



MARION COUNTY, OREGON
SW1/4 NE1/4 SEC23 T6S R3W W.M.
SCALE 1" = 100'

LEGEND

LINE TYPES

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

CORNER TYPES

- | | |
|-----------------------|------------------|
| + 1/16TH Section Cor. | 1/4 Section Cor. |
| ⊙ DLC Corner | Section Corner |

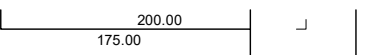
NUMBERS

Tax Code Number
00 00 0

Acreage 0.25 AC
All acres listed are Net Acres, excluding any portions of the taxlot within public ROWs

NOTES

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



CANCELLED NUMBERS

2100
2400
2800
4500
5700

DISCLAIMER: THIS MAP WAS PREPARED
FOR ASSESSMENT PURPOSES ONLY

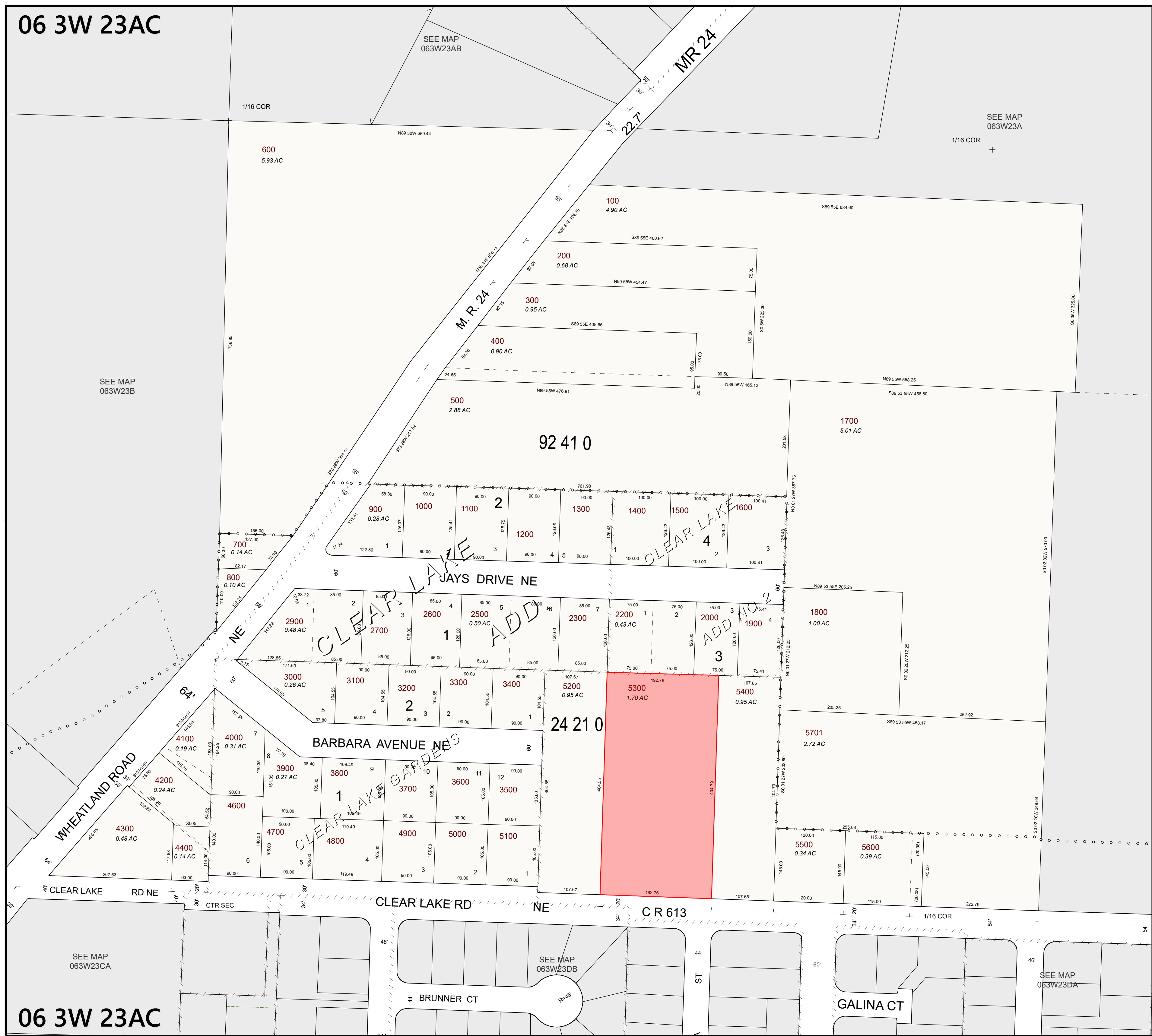


Assessors Office
Cartography Dept

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

PLOT DATE: 10/16/2020

KEIZER
06 3W 23AC



1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2024- 3518

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

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

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

17 NOW, THEREFORE,

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

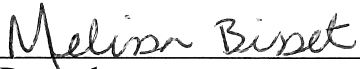
- 19 1. The City Council declares its intent to initiate Clear Lake Commons
20 Street Lighting Local Improvement District;
- 21 2. The map attached hereto, marked Exhibit "A", and by this reference
22 incorporated herein sets forth the proposed boundaries of the district;
- 23 3. The City Engineer is hereby directed to make a survey of the District;
- 24 4. The City Engineer shall file a written report with the City Recorder on
25 or before December 6, 2024.

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

3 PASSED this 18th day of November, 2024.

4
5 SIGNED this 18th day of November, 2024.

6
7 
8 _____
9 Mayor

10 
11 _____
City Recorder

SEC. 23, T. 6 S., R. 3 W., W.M.
1135 CLEAR LAKE ROAD NE CITY OF KEIZER
MARION COUNTY, OREGON 97303

Owner / Developer:
TRADEMARK ENTERPRISE, LLC
P.O. BOX 5248
SALEM, OREGON 97304



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

Design: M.D.G. Drawn: D.G.G. Checked: J.J.G. Issue Date: 10/15/2024 Scale: AS SHOWN AS-Built: *****		EXPIRES 06-30-2025 JOB # 7611 101
--	---	--

[illegible]

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2024- 3526

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

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

Section 1. That the City Council hereby finds the City Engineer's Report attached hereto and by this reference incorporated herein, containing preliminary plans and an estimate of probable costs for Clear Lake Commons Street Lighting Local Improvement District which was filed with the City Recorder on December 3, 2024 to be satisfactory, and the same are hereby approved and adopted.

Section 2. That the City Council hereby declares its intention to form Clear Lake Commons Street Lighting Local Improvement District and to make the lighting district improvements to serve Clear Lake Commons Street Lighting Local Improvement District.

Section 3. That the City Council hereby directs the City Recorder to give notice of its intention to form Clear Lake Commons Street Lighting Local Improvement District and to make the improvements by sending notice to the property owners within the district stating a public hearing will be held on January 21, 2025, said notice to also provide that information required under City of Keizer Ordinance 94-278 (an ordinance providing for procedures for municipal lighting districts and special assessments).

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

3 PASSED this 16th day of December, 2024.

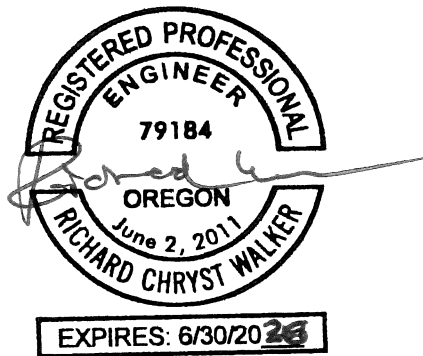
4
5 SIGNED this 16th day of December, 2024.

6
7 Cathy Clark
8 Mayor

9
10 Melissa Bisset
11 City Recorder

ENGINEER'S REPORT
FOR
CLEAR LAKE COMMONS
STREET LIGHTING DISTRICT

For City Council Action December 16, 2024



Prepared by:



Date: November 21, 2024

Project File: 4353-11

To: The Honorable Mayor and City Council

From: City Engineer's Office

Subject: Street Lighting District for Clear Lake Commons

Authority and Purpose:

This report is submitted in accordance with the requirements of City of Keizer **Ordinance No. 94-278** and Council **Resolution 2024-3518** for the purpose of creating the subject Street Lighting District.

District Boundaries and Map:

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

Lighting Plan:

The lighting improvements will consist of 3, 45-Watt, LED luminary at 30' mounting height attached to a 35' heavy-duty, direct-bury, gray fiberglass pole with a 6' aluminum mast arm. This design is selected to meet current city standards and provide the most efficient light coverage. It is recommended that installation be accomplished by the following method:

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

Estimated Developer Costs:

(3) 45-Watt luminary @ \$7.69 per month ea. X 12 mos.	\$276.84
(3) 35' HD, DB fiberglass pole @\$8.62 per month ea. X 12 mos.	\$310.32
Administrative Fee @ \$8.10/Lot:	\$162.00
Engineering @ \$14.00/Lot:	<u>\$280.00</u>
Total Assessment	\$1,029.16
(1) Per Lot Assessment (First Year, 20 Lots)	\$51.46

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

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

For the developer, the first-year assessment would include the one-time costs for District formation and engineering. Subsequent year's assessments would reduce to \$29.36 per lot.

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

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'Richard Walker', with a long horizontal flourish extending to the right.

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

PRELIMINARY ASSESSMENT ROLL

CLEAR LAKE COMMONS
STREET LIGHTING DISTRICT

Assessors Map and Tax Lot No.
063W23AC
05300

<u>Lot#</u>	<u>Owner</u>	<u>Cost (per lot)</u>
1 - 20	TRADEMARK ENTERPRISES LLC P.O. BOX 5248 SALEM, OR 97304	\$51.46 (first year)
	Total Assessment:	\$1,029.16



1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2025-____

4
5
6 FORMING CLEAR LAKE COMMONS STREET LIGHTING LOCAL
7 IMPROVEMENT DISTRICT
8

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

12 WHEREAS, the City Council has adopted a Resolution approving the City
13 Engineer's Report for Clear Lake Commons Street Lighting Local Improvement
14 District;

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

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

19 NOW, THEREFORE,

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

A BILL
FOR
AN ORDINANCE

ORDINANCE NO.
2025-_____

SPREADING ASSESSMENTS TO CLEAR LAKE COMMONS STREET
LIGHTING LOCAL IMPROVEMENT DISTRICT

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

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

Clear Lake Commons – identified on the assessors map 06 3W 23AC – lots 1-20 all within the City of Keizer, County of Marion, State of Oregon;

which includes the installation of three (3) 45-watt LED luminary at 30’ mounting height attached to a 35’ heavy-duty, direct-bury, gray fiberglass pole with a 6’ aluminum mast arm located within the subject local improvement district, all in accordance with the City Engineer’s Report for Clear Lake Commons Street Lighting Local Improvement District.

b. The total initial estimated cost of Clear Lake Commons Street Lighting Local Improvement District is \$1,029.16.

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

1 d. The improvements in the district have been or will be constructed as
2 provided in the Engineer's Report.

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

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

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

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

13 NOW, THEREFORE,

14 The City of Keizer ordains as follows:

15 Section 2. ASSESSMENTS.

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

1 full extent of the amount so set opposite such piece or parcel and that the respective
2 amounts represent the proportionate benefits of said improvements to said respective
3 parcels of property, and the Council does hereby declare that each of the parcels of
4 property described in Clear Lake Commons Street Lighting District Roll as set forth in
5 Exhibit “A” attached is hereby assessed the first annual assessment amount set opposite
6 each respective description.

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

10	Three 45-Watt Luminary	\$ 276.84
11	Three Poles	\$ 310.32
12	Administrative Fee	\$ 162.00
13	Engineering Costs	<u>\$ 280.00</u>
14	Total Estimated Assessments	\$1,029.16
15		

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

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

1 changes in the mode of collecting the assessment. The method of assessment and
2 notification for subsequent annual assessments shall be determined in accordance with
3 City of Keizer Ordinance 94-278.

4 c. Mode of Collecting Assessments. Assessments for Clear Lake Commons
5 Street Lighting Local Improvement District shall be collected pursuant to ORS 223.866.

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

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

10 PASSED this _____ day of _____, 2025.

11

12 SIGNED this _____ day of _____, 2025.

13

14

15

16

Mayor

17

18

19

City Recorder

PRELIMINARY ASSESSMENT ROLL

CLEAR LAKE COMMONS
STREET LIGHTING DISTRICT

Assessors Map and Tax Lot No.
063W23AC
05300

<u>Lot#</u>	<u>Owner</u>	<u>Cost (per lot)</u>
1 - 20	TRADEMARK ENTERPRISES LLC P.O. BOX 5248 SALEM, OR 97304	\$51.46 (first year)
	Total Assessment:	\$1,029.16



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: OLCC Application - Change of Ownership - Off-Premises Liquor License - US Market 1025

Proposed Motion

I move the City Council recommend approval of the application for a change of ownership for an Off-Premises Sales Liquor License for US Market 1025 under the guidelines established by ORS 471.175 and the Ordinances of the City of Keizer.

I. Summary

On December 27, 2024, the City received an application for a change of ownership for an Off-Premises Sales Liquor License for US Market 1025 located at 6375 River Road NE Keizer, Oregon. As required by Keizer Ordinance 2010-623 a public hearing was scheduled; notice was published and mailed to all property owners within 200 feet of the establishment. The Keizer Police Department conducted a background check of the applicants and has no reason to recommend denial of the application. In addition, the Keizer Planning Department finds the location of the establishment to be properly zoned and has no additional comment on the application.

II. Background

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

III. Current Situation

- A. The owner of US Market 1025 has submitted an application for a change of ownership for a OLCC Off-Premises Sales Liquor License for their business located at 6375 River Road, NE Keizer, Oregon.
- B. The Oregon Liquor and Cannabis Commission (OLCC) allows for Local Government Recommendations on Liquor License Applications.

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 OLCC 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 6375 River Road NE under the guidelines as established by ORS 471.175 and the Ordinances of the City of Keizer. This recommendation will then be forwarded to the Oregon Liquor and Cannabis Commission for final approval.

Attachments

- 1. APP_OLCC Application - US Market 1025_01 21 25

"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."



Local Government Recommendation – Liquor License

Section 1 – Submission - To be completed by Applicant:

License Information

Legal Entity/Individual Applicant Name(s): US Market 1025 LLC

Proposed Trade Name: US Market 1025

Premises Address: 6375 River Rd NE

Ste:

City: Keizer

County: Marion

Zip: 97303

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

License Type: Off-premises Sales

☐ Additional Location for an Existing License

Application Contact Information

Contact Name: Taslima Sidhu

Phone: 503-308-0354

Mailing Address: 7501 35th Ave NE

City: Salem

State: OR

Zip: 97303

Email Address: taslimasidhu@gmail.com

Business Details

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

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

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

- ☐ Indoor Consumption ☐ Outdoor Consumption
- ☐ Malt Beverage/Wine/Cider Consumption ☐ Distilled Spirits Consumption
- ☐ Proposing to Allow Minors

Section 1 Continued on next page



Local Government Recommendation – Liquor License

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

Legal Entity/Individual Applicant Name(s): US Market 1025 LLC

Proposed Trade Name: US Market 1025

After completing section 1, please submit your application to the local government for recommendation

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

Local Government Recommendation Proof of Acceptance

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

City or County Name: *City of Keizer*

Optional Date Received Stamp

Date Application Received: *12/27/2024*

Received by: *Melissa Bisset, City Recorder*

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

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

Name of Reviewing Official:

Title:

Date:

Signature:

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



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Tim Wood, Assistant City Manager
Subject: Event Center Fee Waiver - Keizer Chamber of Commerce Percey Auction

Proposed Motion

I move the City Council approve the requested waiver of the Event Center use fee of \$7,150 but charge the refundable security deposit of \$1,500 and third-party security of \$900 for the Keizer Chamber of Commerce Percey Auction on May 2, 2025.

I. Summary

The Keizer Chamber of Commerce has requested a waiver of the use fees for the annual Keizer Network of Women (KNOW) Percey Auction scheduled for May 2, 2025. The letter requesting the fee waiver is attached. The event is open to the public and tickets are available for purchase at \$45.00 per person. The event is a fundraiser to support the KNOW holiday giving basket program. The Chamber of Commerce or KNOW do not profit from any of the funds raised.

The use rate for the Event Center Ballroom is \$243.75 per hour (includes 25% discount for Keizer-based 501c non-profit organizations) along with a refundable security deposit of \$1,500. The Chamber has requested access to the ballroom on:

- May 1st, from 2:00 pm to 10:00 pm,
- May 2nd from 8:00 am to 12:00 am, and
- May 3rd from 8:00 am to 12:00 pm

The facility use fee for the time period is \$6,825. The Chamber has also requested use of the stage, AV equipment and a coat rack for \$325. In addition to use fees, third-party security personnel will be required during the hours of alcohol service at an additional charge of \$900.

II. Background

- A. On January 13, 2025, the Chamber submitted a letter requesting a use fee waiver for the Keizer Chamber of Commerce Percey Auction on May 2, 2025.
- B. The Keizer Chamber of Commerce had the use fees associated with this event

waived in 2024.

III. Current Situation

- A. The City has received and approved the Event Center Use Agreement dated June 12, 2024, for the May 2, 2025, event.
- B. The Chamber of Commerce has supplied the applicable insurance documentation.

IV. Analysis

- A. **Strategic Impact** - This event is a significant benefit to the Keizer Community.
- B. **Financial** - The financial impact of this request is a reduction in use fee income of \$7,150 for the Event Center.
- C. **Timing** - Approval of this request will allow the Keizer Chamber of Commerce to move forward with the organization of this event.
- D. **Policy/Legal** - Resolution R2024-3435 - Adopting Use Policies and Rates for the Keizer Event Center: Repealing Resolution R2023-3423, indicates that the City Council may reduce or waive rates, deposits or other costs for certain uses if, in the Council's sole discretion, the use is a significant benefit to the Keizer community considering such factors as the City's fixed and non-fixed costs, staff resources, wear and tear on the facility, and other factors deemed appropriate by Council.

V. Alternatives

- A. Approve the waiver of the Event Center use fees of \$7,150 but charge for the refundable deposit of \$1,500 and third-party security of \$900.
- B. Take no action and the City will charge the applicable use fees for access to the room.

VI. Recommendation

Staff recommends the City Council approve a waiver of the Event Center use fees of \$7,150 but charge \$1,500 for the refundable deposit and \$900 for third-party security for the Keizer Chamber of Commerce Percey Auction on May 2, 2025.

Attachments

- 1. 05.02.2025 Keizer Chamber of Commerce_Percey Auction Fee Waiver Request
- 2. RES_CC_R2024-3435_2023-01-02 - Adopting Use Policies and Rates for the Keizer Event Center_01 21 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.”



4118 River Road N
Keizer, Oregon 97303
KeizerChamber.com

8/21/2024

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

For many years, the Keizer Network of Women have held a Ladies Auction called Percey. This year the event will be May 2nd, 2024, from 5:30-10pm. At this auction a committee of KNOW members put together a silent auction and live auction of many wonderful items including high end handbags. The live auction of high-end handbags is what kicked this event off years ago to assist in raising funds to support the KNOW Holiday Giving Basket program. Over the years partnered with hard work of many amazing ladies Percey has grown into something so amazing!

We love to use the Event center because the space it offers. It means we get to bring in as many ladies we can fit and as many silent auction items as we can get! KNOW has turned Percey into a way we can use to offer love, thankfulness, and support to the ladies who work, teach, or volunteer in the Keizer schools.

We are asking for a waiver of all rental fees. The funds raised with this event go to cover the Holiday Giving Basket Program that happens in December. KNOW does not profit off any funds raised. Thank you so much for your consideration. We look forward to your decision.

EXECUTIVE
BOARD

Jeremy Turner
Jane Lowery
Jonathan
Thompson
Tami Levin

DIRECTORS

Alex Aguilar
Jenn Benavidez
Brian Canini
Misti Cook
Darrell Fuller
Mike Gatchet
Louis Risewick
Dave Walery

503.393.9111

info@KeizerChamber.com
[@KeizerChamber](https://www.instagram.com/KeizerChamber)

Corri Falardeau

Executive Director

Keizer Chamber

Chair of Percey

Chamber Board

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2024-3435

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

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

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

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

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

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

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

20 NOW, THEREFORE,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10

11 3. Other Agreements Exempt. Organizations with specific agreements for

12 Event Center Room use are not subject to the above rates. The City

13 Manager is authorized to negotiate and reduce the use rates for

14 organizations who request repeating scheduled use for a term not exceeding

15 two (2) years.

16

17 4. Council Approved Uses. The City Council may reduce or waive rates,

18 deposits or other costs for certain uses if, in the Council's sole discretion,

19 the use is a significant benefit to the Keizer community considering such

20 factors as the City's fixed and non-fixed costs, staff resources, wear and

21 tear on the facility, and other factors deemed appropriate by Council.

22

23 5 Additional Facility Charges. The City Manager is authorized to adopt and

24 impose surcharges for rental rates for additional facilities, including, but not

25 limited to stages, audio/visual equipment, computer equipment, kitchen

26 usage and additional labor expenses. The City Manager is authorized to

27 impose deposits, fees or additional charges as City Manager may deem

28 appropriate in their discretion.

29

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

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

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

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

34 transient occupancy taxes, other identifiable economic benefits to the

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

36 City of Keizer administratively.

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

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

7 PASSED this 2nd day of January, 2024.

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

10
11
12
13
14
15

Anthony Clark
Mayor

Dawn Wilson
Deputy City Recorder



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Tim Wood, Assistant City Manager
Subject: Event Center Fee Waiver - CASA of Marion County Dinner

Proposed Motion

I move the City Council approve the requested waiver of the Event Center use fee of \$3,703.12 but charge the refundable security deposit of \$1,500 and third party security of \$600 for the CASA of Marion County Dinner on April 26, 2025.

I. Summary

CASA of Marion County, has requested a waiver of the use fees for a charity dinner on April 26, 2025. The letter requesting the use fee waiver is attached.

The use rate for the Event Center Ballroom is \$243.75 per hour (non-profit rate for a Keizer-based 501(c) organization). CASA has requested access to the room from 9:00 am to 8:30 pm on the day of the event. CASA has also requested use of the stage and AV equipment for an additional \$300. In addition, third party security is required for an additional \$600.

II. Background

A. On January 6, 2025, CASA of Marion County submitted a letter requesting a use fee waiver for the dinner on April 26, 2025.

B. A fee waiver request for a similar event was approved during 2024.

III. Current Situation

A. The City has received and approved the Event Center Use Agreement dated September 17, 2024, for the April 26, 2025, event.

B. The event is more than several months away as such insurance information is not yet available.

IV. Analysis

A. **Strategic Impact** - Not applicable

B. **Financial** - The financial impact of this request is a reduction in use fee income for the Event Center of \$3,703.12.

- C. **Timing** - Approval of this request will allow CASA to move forward with the organization of this event.
- D. **Policy/Legal** - Resolution R2024-3435 - Adopting Use Policies and Rates for the Keizer Event Center: Repealing Resolution R2023-3423, indicates that the City Council may reduce or waive rates, deposits or other costs for certain uses if, in the Council's sole discretion, the use is a significant benefit to the Keizer community considering such factors as the City's fixed and non-fixed costs, staff resources, wear and tear on the facility, and other factors deemed appropriate by Council.

V. Alternatives

- A. Approve the waiver of the Event Center use fees of \$3,703.12 but charge for the refundable deposit of \$1,500 and third party security of \$600.
- B. Take no action and the City will charge the applicable use fees for access to the room.

VI. Recommendation

Staff recommends the City Council approve the requested waiver of the Event Center use fee of \$3,703.12 but charge the refundable security deposit of \$1,500 and third party security of \$600 for the CASA of Marion County Dinner on April 26, 2025.

Attachments

1. 04.26.2025 CASA of Marion County Fee Waiver Request
2. RES_CC_R2024-3435_2023-01-02 - Adopting Use Policies and Rates for the Keizer Event Center_01 21 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."

January 6, 2025

Keizer City Council
Keizer City Hall
930 Chemawa Rd NE
Keizer, OR 97303

Re: Requesting room rental waiver for CASA of Marion County

On behalf of CASA of Marion County, I write to request a fee waiver for the Keizer Event Center.

About CASA of Marion County

CASA stands for Court Appointed Special Advocates, and it is our mission to advocate for the best interests of children in foster care across Marion County. As you know, CASA is a 501(c)(3) nonprofit organization. In cases of child abuse or neglect, CASA volunteers are the Judge's eyes and ears outside of court, and the child's voice in the courtroom. They work independent of, but in collaboration with, the Department of Human Services and attorneys, ensuring that the needs of the child are not overlooked in the complex system of child welfare. CASA works hard to achieve safety and permanency for each child in a way that is cost-effective and trauma-informed.

Part of our work includes collaborating with law enforcement and community partners during National Child Abuse Prevention Month (NACPM), such as the annual car parade. NACPM highlights the importance of families and communities working together to prevent child abuse and neglect. In recognition of NACPM, CASA plans to host a special event—a Springtime Soiree—on Saturday, April 26, 2025. We will issue a call for volunteers and raise awareness about the challenges facing the abused and neglected children we serve in Keizer and across Marion County. This event is CASA's opportunity to share our return on investment. Keizer Event Center has emerged as our top choice for this event.

Why We Are Choosing Keizer for Our 2025 Spring Event

Out of the many wonderful event spaces in Marion County, Keizer Event Center rose to the top of our list for several reasons. First, the professionalism and expertise of your event staff is top-notch. Second, we wish to express gratitude for all the support that the City of Keizer, Keizer Police, Keizer Fire, and Keizer-based community organizations have shown us. Third, the Keizer Event Center is a beautiful, accessible space with sufficient parking. Fourth, some of CASA's champions proudly call Keizer home. To minimize our costs for this event, we humbly request a waiver of the rental fee and IT fee. Thank you so much for considering our request. We welcome opportunities to answer any questions.

Sincerely,



Vanessa Nordyke
Executive Director, CASA of Marion County

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2024-3435

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

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

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

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

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

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

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

20 NOW, THEREFORE,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10

11 3. Other Agreements Exempt. Organizations with specific agreements for

12 Event Center Room use are not subject to the above rates. The City

13 Manager is authorized to negotiate and reduce the use rates for

14 organizations who request repeating scheduled use for a term not exceeding

15 two (2) years.

16

17 4. Council Approved Uses. The City Council may reduce or waive rates,

18 deposits or other costs for certain uses if, in the Council's sole discretion,

19 the use is a significant benefit to the Keizer community considering such

20 factors as the City's fixed and non-fixed costs, staff resources, wear and

21 tear on the facility, and other factors deemed appropriate by Council.

22

23 5 Additional Facility Charges. The City Manager is authorized to adopt and

24 impose surcharges for rental rates for additional facilities, including, but not

25 limited to stages, audio/visual equipment, computer equipment, kitchen

26 usage and additional labor expenses. The City Manager is authorized to

27 impose deposits, fees or additional charges as City Manager may deem

28 appropriate in their discretion.

29

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

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

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

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

34 transient occupancy taxes, other identifiable economic benefits to the

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

36 City of Keizer administratively.

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

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

7 PASSED this 2nd day of January, 2024.

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

10
11
12
13
14
15

Anthony Clark
Mayor

Dawn Wilson
Deputy City Recorder



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Tim Wood, Assistant City Manager
Subject: Budget Request - Greater Northeast Keizer Neighborhood Association (GNEKNA)

Proposed Motion

No motion recommended.

I. Summary

During the January 6, 2025 regular meeting, the City Council directed staff bring back to the next meeting a staff report regarding the GNEKNA request for additional funding. The GNEKNA was granted \$1,200 in funding for the 2024-25 Fiscal Year and is requesting an additional \$600.

II. Background

- A. During the 2024-25 City of Keizer budget process, the City Council adopted a budget that provided each neighborhood association with \$1,200 in funding. The funding is on a reimbursement basis.

III. Current Situation

- A. The GNEKNA has used \$1,039.87 of their budgeted \$1,200. See attached expenditure detail.
- B. The GNEKNA is requesting \$600 for the 2024-25 Fiscal Year.

IV. Analysis

- A. **Strategic Impact** - Not applicable.
- B. **Financial** - The GNEKNA is requesting \$600 in additional funding for the 2024-25 Fiscal Year.
- C. **Timing** - Funds would be available on a reimbursement basis upon the adoption of a motion directing the additional funding.
- D. **Policy/Legal** - The City Council has the authority to direct staff to provide additional funding

V. Alternatives

- A. Make a motion to provide the GNEKNA with additional funding during Fiscal Year 2024-25.
- B. Take no action and additional funding will not be provided to GNEKNA above what was already adopted.

VI. Recommendation

Staff recommends that in order to provide parity with the other neighborhood associations that the additional funds be considered as part of the 2025-26 City of Keizer budget process. The budget committee will convene in May 2025 to consider appropriations for the 2025-26 Fiscal Year.

Attachments

- 1. LTR_CC_GNEKNA Supplement budget request_01 21 2025
- 2. EXPENSES Incurred by GNEKNA 07-01-24 to 12-20-24

“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.”

Greater Northeast Keizer Neighborhood Association

nekna2022@gmail.com

503-991-1671

Greater Northeast Keizer Neighborhood Association has been blessed this year to work on our community engagement side of things to help grow in the community. We have learned any lessons over the last 6 months to 7 months. Our cost of community engagement has been a finally stressor for this group, and we have been able to get support with Keizer United to be able to meet those needs but have also covered a great number of extra fees for printing, insurance, snack, water, Zoom and others. Total cost for community engagement out of our budget is **\$1751.21**.

We are not sure if this is possible but ask for a supplementary budget of \$600.00 to help get us to the end of the cycle for June of 2025. As you'll see, \$1,039.87 has been spent from the city budget allotted for us, so there's only \$160.13 remaining for this fiscal year ending 06/30/24, from our city Budget. We have turned in our semi-annual report to show what we have been working on and how our funding is used plus, we will turn our city budget in to you as well for a reference.

Another aspect we decided to do to help cut cost is use our zoom meeting platform and not host in person meetings. This will open our night for rental opportunities for the city. And we will look at things in June for the upcoming year. We have seen the online success for this group grow. Salem has many online meetings for those groups and we got to be part of that success, and see how well this works and is working for us. That information will be included for everyone as well.

Thank you for your consideration;

Tammy Kunz President, Jacqueline Green Vice president, and members of our Neighborhood Association

Beverly, Lizzy, Ken, Lillian, Antonio, Linda, Karen, Alice Lisa, James, Shawn, Thomas, Nancy, Jacque Thomas, Jean G, John H, Kevin H, May Hill, April West, Susie J, Tammy F Johns, Maggie Silver and Joy Johnson (24)

Date	Representative	Neighborhood Association	Type of Expense	Cost
			REIMBURSEMENT	
			FOR website domain, monthly fees, docx storage, marketing & printing.	
7/10/2024	Tammy Kunz	GNEKNA		\$189.54
7/17/2024	Tammy Kunz	GNEKNA	320 copies	\$90.50
7/19/2024	Tammy Kunz	GNEKNA	200 copies	\$56.90
			REIMBURSEMENT for business cards, monthly Zoom, & file boxes.	
8/15/2024	Tammy Kunz	GNEKNA		\$64.91
8/23/2024	Tammy Kunz	GNEKNA	1000 copies	\$280.90
			REIMBURSEMENT for printing & marketing.	
9/6/2024	Tammy Kunz	GNEKNA		\$100.02
9/26/2024	Tammy Kunz	GNEKNA	90 copies	\$26.10
10/9/2024	Tammy Kunz	GNEKNA	93 copies	\$26.94
10/10/2024	Tammy Kunz	GNEKNA	47 copies	\$14.06
			Fiesta Event Insurance - 10/21/24 Invoice for GNKNA Event	
10/23/2024	Tammy Kunz	GNEKNA		\$190.00
				\$1,039.87



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Adam Brown, City Manager
Subject: Letter of Intent to Sell Property at 2255 Lockhaven Drive

Proposed Motion

I move that the Keizer City Council adopt Resolution R2025-_____ Authorizing City Manager to Sign Letter of Intent with Terra Firma Property Development LLC (Keizer Station Area B).

I. Summary

The City has been in negotiations with the realtors for Terra Firma Property Development LLC on a letter of intent to purchase property at 2255 Lockhaven Dr. NE and has come to an agreement ready for council approval.

II. Background

- A. City staff began negotiating with Terra Firma Property Development in September 2024. After several months of discussion and conversation with City Council in closed session, the parties have come to an agreement on the terms of a letter of intent to purchase the property at 2255 Lockhaven Dr
- B. The purchase is for tax lots 063W36BD07900, 063W36BD07800, and 063W36BC06000 which are shown below.



- C. The southernmost piece is zoned mixed commercial. The two other pieces are zoned residential. The proposal of a mixed commercial development on the primary piece is consistent with the zoning.
- D. The city originally purchased the property in 1992 and has combined the property with several adjacent properties throughout the years. In addition, the property has benefited from several street related improvements.

III. **Current Situation**

- A. The letter of intent states that the developer will complete due diligence on the site within 180 days.
- B. Master planning is required and may be able to be coordinated with adjacent properties owners.

IV. **Analysis**

- A. **Strategic Impact** - It is a goal of the budget committee and City Council to sell lands and use proceeds to reduce the City's PERS liability.
- B. **Financial** - Terra Firma Property Development LLC will put \$50,000 in escrow. The agreed upon price based on a Member Appraisal Institute (MAI) Appraiser's value is \$4,655,000.

The street fund will be made whole in the amount of approximately \$935,700 (includes the street fund's share of the purchase price and related improvements).

- C. **Timing** - Terra Firma Property Development LLC is ready to move forward with conducting due diligence on the property.
- D. **Policy/Legal** - Only the Council has the authority to sell city owned lands.

V. **Alternatives**

- A. Adopt the attached Resolution approving the Letter of Intent. The Letter of Intent can be executed by both parties and the clock can begin towards the sale of the property.
- B. Take No Action - If the council decides not to take action, the property will remain for sale.

VI. Recommendation

Staff recommends adoption of the attached Resolution approving the letter of intent to purchase the property at 2255 Lockhaven Dr. NE for \$4,655,000.

Attachments

- 1. RES_CC_Letter of Intent - Terra Firma Property Development - KS Area B_1 21 2025
- 2. EXH_CC_Letter of Intent - Terra Firma Property Development - KS Area B_1 21 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.”

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2025-_____
4

5
6 AUTHORIZING CITY MANAGER TO SIGN LETTER OF
7 INTENT WITH TERRA FIRMA PROPERTY DEVELOPMENT
8 LLC (KEIZER STATION AREA B)
9

10
11 WHEREAS, the City received a Letter of Intent from Terra Firma Property
12 Development LLC dated January 10, 2025;

13 WHEREAS, such Letter of Intent sets forth the general terms and conditions
14 upon which the parties may agree to the final terms of a Purchase and Sale Agreement to
15 allow Terra Firma Property Development LLC to develop a mixed use concept with
16 food trucks, food hall, and micro retail or a premium brand lodging in Keizer Station
17 Area B;

18 WHEREAS, Terra Firma Property Development LLC has requested that the City
19 agree and accept the Letter of Intent;

20 WHEREAS, the City Council has considered the matter and wishes to proceed;

21 NOW, THEREFORE,

22 BE IT RESOLVED by the City Council of the City of Keizer that the City
23 Manager is authorized to sign the Letter of Intent dated January 10, 2025 received from
24 Terra Firma Property Development LLC, a copy of which is attached hereto and by this
25 reference incorporated herein on behalf of the City.

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

3 PASSED this _____ day of _____, 2025.

4

5 SIGNED this _____ day of _____, 2025.

6

7

8

9

Mayor

10

11

12

City Recorder



January 10, 2025

City of Keizer
Keizer, Or 97303

AJ Nash
Principal Broker
Tradition Real Estate Partners
4880 Turner Rd SE
Salem, OR 97317

RE: Letter of Intent to Purchase approximately five acres of land located at 2255 Lockhaven Dr.

Dear City of Keizer,

This agreement (Letter of Intent) outlines general terms and conditions upon which **Terra Firma Property Development LLC** (the "Buyer") is prepared to enter negotiations with **City of Keizer** (the "Seller"). The terms set forth in this letter will not become binding until a "Purchase and Sale Agreement" is negotiated and signed by both parties.

General Offer Terms

Property: Approximately 4.66 acres of Land (See Exhibit 1) located at approximately 2255 Lockhaven Dr N, Keizer OR.

Purpose: Develop a mixed use concept with food trucks, food hall, and micro retail. A secondary option for premium brand lodging is also in consideration.

Operation and Easement Agreement: The parties anticipate entering into a common-area Operation and Easement Agreement or common-area Covenants, Conditions and Restrictions. The owner of the Area B parcel at the corner of McLeod Lane and Lockhaven Drive would also be a party to this agreement. This document would cover the essentials of cross-easements and parking agreements across Keizer Station Area B West and any common-area operations, landscaping, maintenance, etc.

Offering Price: \$4,655,000

Deposit: \$50,000 Cash in escrow.

Conditions: To be completed by developer, at developer sole expense
❖ Due Diligence & Feasibility (180 calendar days)

Due Diligence Period: Buyer shall have 180 calendar days from a fully executed Letter of Intent to confirm feasibility of the project, review entitlements, complete any reports/studies necessary to evaluate the opportunity and remove conditions to purchase. After the due diligence period is complete, if the parties are intending to move forward with the purchase, then they agree to work together in good faith to come up with an agreeable purchase and sale agreement in a timely manner.

The purchaser's offer will be contingent upon a master plan amendment to the Keizer Station Master Plan, which may be able to be shared by an adjacent developer.

Buyer agrees and understands that Seller's obligations and duties as a municipal government to follow, enforce, and adopt laws and ordinances are necessarily separate and apart from the relationship of the parties created herein, and that any good faith enforcement or adoption of laws or other acts Seller may take in its role as municipal government shall not be restricted by the fact that Seller enters into any purchase and sale agreement for real property.

Seller's Obligations: It shall be Seller's responsibility to deliver the Property free of all liens of any kind and with all property and business taxes current at Closing. Seller agrees to indemnify Buyer from any existing environmental issues that may exist on the Property at Closing. If any environmental issues are discovered in Buyer's Phase 1 report or asbestos survey, Buyer shall provide a copy of the report to Seller for Seller's review. Seller shall be responsible for any further testing and remediation that may be required.

Possession of the Property shall be delivered to Buyer on the Closing Date in the same condition the Property existed on the date that Buyer executes a Purchase Agreement and including any conditions to be performed under these Seller's Obligations.

Seller shall deliver the Property free and clear of all other tenancies and parties in possession, free of all hazardous substances and free of any existing surface and subsurface improvements.

Commissions: Market rate commission fee to be paid by Buyer.

Non-Binding Effect: This Letter of Intent, except where expressly provided herein, does not represent an offer by Terra Firma Property Development LLC to purchase lands from the City of Keizer or otherwise participate in any transaction. The Parties intend to enter into a legally binding obligation only pursuant to definitive agreements to be negotiated and executed between the Parties and after a public hearing as required by state law.

Expiration: This Letter of Intent shall expire thirty (30) days from the date of the end of the due diligence period unless the parties agree to extend it in writing.

Please feel comfortable to call AJ at 503-559-9279 if you have any questions.

Sincerely,

AJ Nash
Licensed Principal Broker in Oregon
Tradition Real Estate Partners
503.559.9279 (cell)

Acknowledged and accepted by:

Buyer:
Terra Firma Property Development LLC

Seller:
City of Keizer

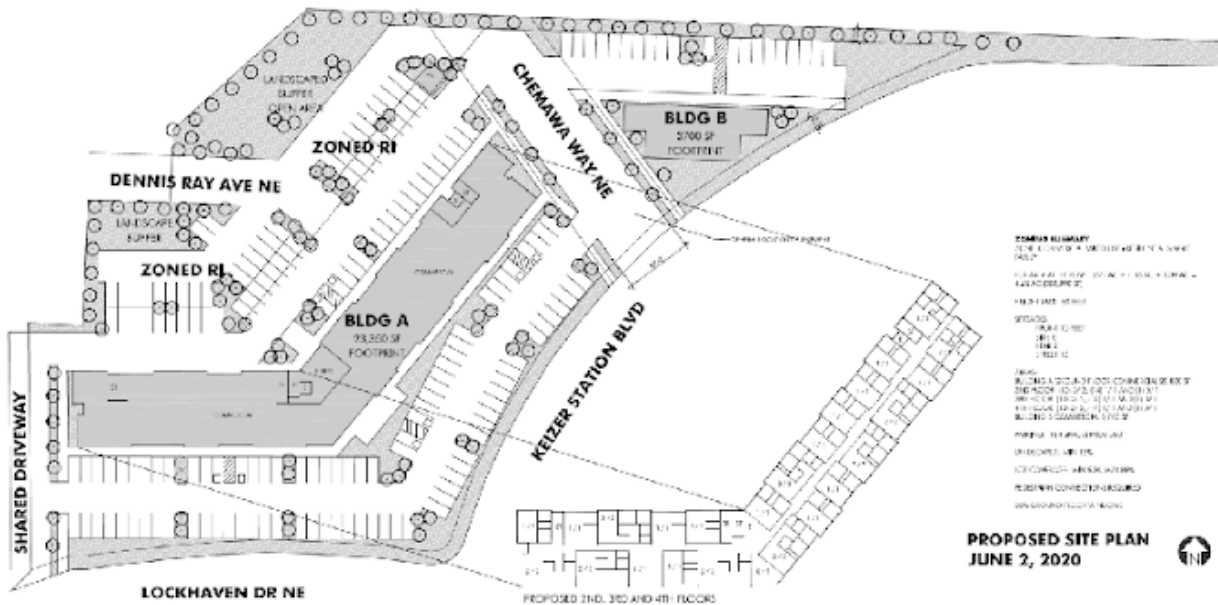
By: _____

By: _____

Date: _____

Date: _____

EXHIBIT 1
Subject Property





To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Shane Witham, Planning Director
Subject: Planning Commission Ordinance

Proposed Motion

I move the City Council adopt Ordinance 2025-____ Relating to Planning Commission; Amending Keizer Code Sections 2-123 and 2-124.

I. Summary

This item was previously before City Council at the December 16th meeting to consider recommended changes that Planning Commission proposed regarding the Planning Commission Rules. The Planning Commission proposed a new resolution along with ordinance changes for Council's consideration. The Council approved the proposed resolution changes at that meeting and directed staff to go back to the Planning Commission for them to further consider the residency requirements and term limits that are outlined in the ordinance. Planning Commission met on January 8, 2025, to consider these issues and unanimously recommends the attached proposed draft Ordinance language to City Council.

II. Background

- A. At the October 2024 Planning Commission meeting, the Commission discussed the existing Planning Commission rules and by consensus directed staff to return with proposed changes that would provide for consistency throughout the rules and accurately reflect the practices of the commission, which was brought back to Planning Commission at their November 2024 meeting.
- B. Planning Commission recommended changes that were considered by City Council at the December 16, 2024, meeting to change both the Planning Commission resolution as well as the City Council Ordinance that governs the Planning Commission. The City Council approved the changes to the resolution and directed staff to take back the proposed Ordinance changes to Planning Commission for further consideration. The Council specifically requested that Planning Commission look at the existing "residency" requirements and term limits. Council, by consensus, had indicated a desire to have Planning Commission weigh in on what the appropriate residency requirement should be and also indicated they did not support unlimited consecutive terms, but were supportive of increasing term limits by some measure. Specifically, Council directed staff to go back to Planning Commission to

have them consider either a 3 or 4 year term with a limit of 3 consecutive years.

- C. Planning Commission met on January 8, 2025, to adopt the Resolution changes and to discuss the issues raised by Council and make a recommendation on the changes to the Ordinance. Representatives from the West Keizer Neighborhood Association and Greater Northeast Neighborhood Association provided comments at the meeting indicating they supported a residency requirement for Planning Commissioners and a limit of 3 consecutive terms of 3 years. Planning Commission had a robust discussion and deliberation regarding these issues and arrived at a recommendation for Council's consideration.

III. Current Situation

- A. At their January 8, 2025, meeting, Planning Commission unanimously recommended the language which is attached for Council's consideration. The changes are redlined in the attached document and the proposed changes result in the following:
1. **Residency:** Planning Commission agreed there needs to be an appropriate nexus to Keizer for serving as a commissioner, but ultimately didn't feel that a strict residency requirement for every Commissioner was necessary. Currently, the Ordinance allows for one member to be a non-resident. Planning Commission is recommending the Ordinance allow that one non-resident member could serve as a commissioner, only if they are a property owner or business owner in Keizer.
 2. **Term Limits:** Planning Commission is proposing a limit of 4-consecutive 3-year terms. A Commissioner would still need to re-apply at the end of their term. Applications would still be required to go through the normal appointment process by the Volunteer Coordinating Committee and City Council appointment. The Planning Commission discussed this issue at length and felt that keeping the 3-year term is better for the alignment and staggering and affords more flexibility and could encourage more volunteer applications versus a 4-year commitment. Planning Commission reasoned that if City Council was accepting of 3 consecutive 4-year terms (with a total possible number of 12 years) that 4 consecutive 3-year terms would also be acceptable, since it equals the same number of total possible years that could be served.
 3. **Canceling a Meeting** (no change from previously recommended language on December 16, 2024): Modification to the process for canceling a meeting. Previously, a consensus vote was required. The existing requirement has proven to be somewhat problematic in the past since it is not always known a month ahead of time if a meeting will be necessary. The proposed language will now allow this determination to be made by a consensus of the Chair, Council liaison, and staff liaison.
 4. **Holding Special Meetings** (no change from previously recommended language on December 16, 2024): Modification to include language about special meetings. This may be necessary due to state mandated timeframes associated with land use applications the Planning Commission may consider.

IV. Analysis

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

B. **Financial** - N/A

C. **Timing** - The Planning Commission has made a recommendation, and this was the next available meeting to do so.

D. **Policy/Legal** - The Council is the decision making body on adopting the proposed Ordinance language. Planning Commission has made a recommendation for Council's consideration as requested.

V. Alternatives

A. Adopt the proposed Ordinance.

B. Suggest changes/modifications to the Ordinance and adopt the Ordinance as amended.

C. Take no action: the existing Ordinance would remain in place. This would result in difficulty in being able to call a special meeting if necessary and also is problematic for cancelling a meeting if necessary.

VI. Recommendation

Staff recommends that the City Council adopt the Ordinance with any identified changes desired.

Attachments

1. ORD_CC_Amending Sections 2-123 and 2-124_01 21 2025
2. EXH_CC_Exh to Ordinance Relating to Planning Commission_01 21 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.”

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A BILL
FOR

ORDINANCE NO.
2025-_____

AN ORDINANCE

RELATING TO PLANNING COMMISSION; AMENDING
KEIZER CODE SECTIONS 2-123 AND 2-124

The City of Keizer ordains as follows:

Section 1. Keizer Code Sections 2-123 and 2-124 are hereby amended as set forth in Exhibit A, attached hereto and by this reference incorporated herein.

Section 2. In preparing this ordinance for publication and distribution, the City Recorder shall not alter the sense, meaning, effect or substance of this ordinance, but within such limitations, may:

- (a) Renumber sections and parts of sections of the ordinance;
- (b) Rearrange sections;
- (c) Change reference numbers to agree with renumbered chapters, sections or other parts;
- (d) Delete references to repealed sections;
- (e) Substitute the proper subsection, section or chapter, or other division numbers;
- (f) Change capitalization and spelling for the purpose of uniformity;
- (g) Add headings for purposes of grouping like sections together for ease of reference; and

1 (h) Correct manifest clerical, grammatical or typographic errors.

2 Section 3. Each section of this ordinance, and any part thereof, is severable,
3 and if any part of this ordinance is held invalid by a court of competent jurisdiction, the
4 remainder of this ordinance shall remain in full force and effect.

5 Section 4. This Ordinance shall take effect thirty (30) days after its passage.

6 PASSED this _____ day of _____, 2025.

7

8 SIGNED this _____ day of _____, 2025.

9

10

11

12

13

14

15

Mayor

City Recorder

Sec. 2-123. Created; composition; member terms, qualifications, reimbursement, and removal.

- (a) The city planning commission (commission) is hereby created. The commission will have the powers and duties set forth in this division and such additional powers and duties as may be conferred on such commission by the constitution and laws of the state, by the city Charter, or by ordinances, resolutions, or orders of the city council.
- (b) The commission will consist of seven voting members, to be appointed as outlined by the city council rules of procedure. No more than one voting member shall be engaged in the same kind of occupation, business, trade, or profession. No more than one member shall be a nonresident of the city, and the member is a property owner or business owner in the city. No member may serve as a member of the city budget committee at the same time. The ~~council~~mayer will appoint a nonvoting council liaison to the commission ~~and make such announcement~~ at a regularly scheduled council meeting. The council may appoint a nonvoting youth liaison to the commission pursuant to the city council rules of procedure. The commission will be staffed by a nonvoting staff liaison to be appointed by the city manager.
- (c) The term of office of the appointed members shall be three years or until their successors are appointed and qualified. The terms of office for appointed members shall be staggered so that the term of office of not more than three will expire in the same year. No appointive member shall serve more than ~~four~~two consecutive terms.
- (d) Appointments for unexpired terms shall not be included for the calculation of term limits referenced in subsection (c) of this section.
- (e) Prospective members of the commission may be required to qualify by submitting a written application and/or appearing before the city council or volunteer coordinating committee for a personal interview. Before entering upon the duties of a planning commissioner, each commission shall take an oath or shall affirm support for the Constitution and the laws of the United States and of the state and that each commissioner will faithfully and impartially perform duties of that office.
- (f) The members of the commission shall receive no compensation but shall be reimbursed for duly authorized expenses.
- (g) A member of the commission may be removed by a two-thirds majority vote of the city council, after hearing, for misconduct or nonperformance of duty.

(Ord. No. 2020-824, § 1, 10-5-2020; Ord. No. 2023-867, § 1, 7-17-2023)

Sec. 2-124. Organization.

- (a) The commission shall elect a chairperson and vice chairperson, who shall be members appointed by the city council and who shall hold office during the pleasure of the commission.
- (b) Four members appointed by the city council shall at all times constitute a quorum.
- (c) The commission shall meet at least once each month, and the regular meeting place of the commission shall be the city hall. Upon consensus by the chair, council liaison and staff liaison ~~a majority vote of the members of the commission present~~, a meeting may be canceled when deemed appropriate. Notice of cancellation shall be posted at city hall and on the city's website and social media sites and distributed to members of the media and citizens requesting notice. The commission may hold special meetings as needed in staff's determination for land use applications.

-
- (d) The commission may make, establish and alter rules and regulations for its government and procedures consistent with the laws of the state and with the Charter and ordinances of the city. Before any rules, amendments or deletions become effective, the commission must submit them to the city council for approval.

(Ord. No. 2020-824, § 2, 10-5-2020)



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Bill Lawyer, Public Works Director
Subject: River Road Manhole Repairs

Proposed Motion

I move the City Council adopt Resolution 2025- ____ Authorizing the City Manager to Enter Into a Contract with Turney Excavating Inc. for Manhole Repairs.

I. Summary

Multiple manholes along River Road have sunken after the resurfacing of the street and need to be brought back up to pavement grade. Staff has identified the likely cause of the manholes sinking and have adjusted our Construction standards to resolve the problem.

II. Background

- A. The resurfacing of River Road required the manhole to be lowered and then brought back up to pavement grade.
- B. The process identified in our Construction standards was found to be inadequate and has been revised.
- C. This project will use the new standards which should result on the manhole lids remaining at pavement grade.

III. Current Situation

- A. Staff solicited bids through the informal bidding process. Three contractors were sent bid requests and only two responded.
- B. The bids ranged from a high of \$146,550.00 to a low of \$135,000.00 with Turney Excavating Inc. submitting the lowest bid.
- C. This project includes 25 manholes on River Road N.
- D. This project was not anticipated when the FY 24/25 Street Fund budget was prepared and adopted by the City Council.

IV. Analysis

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

- B. **Financial** - Funding for this project has been identified in the City Council adopted FY 24/25 Street Fund budget Unanticipated Expense line item (\$109,000.00) and the Street Resurfacing line item (\$26,000.00). Staff originally estimated this project to be under \$100,000.00.
- C. **Timing** - Approval of this project now will allow the manholes to be brought back to pavement grade at the earliest possible time.
- D. **Policy/Legal** -
City Council approval is required to authorize this project.

V. Alternatives

- A. Adopt the attached Resolution authorizing the City Manager to enter into a contract with Turney Excavating Inc. for the manhole repairs on River Road.
- B. Do nothing.

VI. Recommendation

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager to enter into a contract with Turney Excavating Inc. for Manhole Repairs on River Road.

Attachments

- 1. RES_CC_Authorizing City Manager to Enter Into Contract for Manold Repairs_1 21 2025
- 2. EXH_CC_River Road Manhole Repairs_1 21 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.”

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

AUTHORIZING THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH TURNEY EXCAVATING INC. FOR MANHOLE
REPAIRS

WHEREAS, many manholes along River Road require adjustments;

WHEREAS, informal bids were solicited for the repair of the manholes;

WHEREAS, two bids for this project were received. Turney Excavating Inc. submitted the
low bid for a total amount of \$135,000.00. The bid has been reviewed;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is
hereby authorized to enter into the attached Contract with Turney Excavating Inc. for a total cost of
\$135,000.00 for adjusting the manholes along River Road. Funding for this project is from the
Street Fund.

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

CONTRACT
FOR
MANHOLE REPAIRS

THIS AGREEMENT, made this ____ day of _____, 2025, by and between the City of Keizer, an Oregon municipal corporation, hereinafter called "Owner", and Turney Excavating Inc., hereinafter called "Contractor".

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

1. **WORK BY CONTRACTOR.** The Contractor shall provide all labor and materials to provide the services described in Exhibit "A" (Scope of Service) attached hereto and by this reference incorporated herein.
2. **TIME OF COMPLETION.** The Contractor shall complete all aspects of the project no later than sixty (60) days of full execution of this Contract.
3. **BONDS.** Payment Bonds and Performance Bonds are required of Contractor at Contractor's own expense. Such bonds shall be issued by a surety licensed in the State of Oregon and must be acceptable to Owner. The bonds must equal the sum of the contract price.
4. The Contractor and all subcontractors must obtain or possess a valid Public Works Bond, filed with the Construction Contractors Board (CCB) before beginning any work on this project.
5. **LIQUIDATED DAMAGES.** Contractor and Owner recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the times specified in Section 2 above, plus any extensions allowed herein. The parties recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Therefore, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each calendar day that expires after each of the timelines specified in Section 2 until the Work is complete.
6. **PRECONSTRUCTION CONFERENCE.** Before any Work is started, a Preconstruction Conference attended by the Contractor, Public Works Director, and others as appropriate, will be held to establish a working understanding among the parties as to the Work and to discuss the procedures for handling submittals, processing applications for payment, and maintaining records. Contractor is required to request such Preconstruction Conference as soon as possible to prevent delays in the project.

7. **CONTRACT SUM.** The Contract Sum is for items 1 through 25 on the attached Exhibit "B" for a total amount of One Hundred and Thirty Five Thousand (\$135,000.00). See Exhibit "B" (Proposed Bid) attached hereto and by this reference incorporated herein.
8. **PAYMENTS.** Contractor may request partial payments as work progresses. Partial payment requests shall be submitted to the Public Works Director by the 10th calendar day of each month for processing. Payment requests shall accurately and completely detail all work completed since the last payment request up to the last day of the month. Any and all additional forms and documentation required by statute or this Agreement shall be submitted with the pay request. No partial or final payments shall be made unless required certified payroll reports have been provided to Owner. In accordance with ORS 279C.570, moneys not paid within 30 days after receipt of the invoice from the Contractor, shall bear interest at a rate equal to three times the prevailing discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the district that includes Oregon, but the rate of interest shall not exceed 30 percent.

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

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

If the work has been substantially completed and full completion thereof is materially delayed through no fault of the Contractor and the Public Works Director so certifies, the Owner shall, upon the certificate of the Public Works Director, and without terminating the Contract, make payment for the balance

due for that portion of the work fully complete and accepted, less a retained amount equal to five percent (5%) of the amount requested.

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

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

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

OWNER:

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

CONTRACTOR:

Mitchell Turney
Turney Excavating Inc.
612 N. First St.
Silverton, OR 97381

12. LICENSES AND PERMITS. The Contractor shall obtain and maintain all licenses required for public works contracts in the State of Oregon and shall secure and pay for all fees and permits required for the project, if any. Contractor shall comply with all laws, ordinances and regulations, (Federal,

State, or local) which may be applicable to the project to be conducted hereunder.

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

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

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

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

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

destruction of property, damages arising out of injury or destruction of property, (including property of the City) in any one accident; and a limit of liability of not less than \$4,000,000 for all damage arising out of injury to or destruction of property, including property of City, during the policy period.

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

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

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

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

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

Owner because of any labor or material furnished; and (4) pay to the Department of Revenue all sums withheld from employees.

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

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

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

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

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

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

22. PREVAILING WAGE. Contractor must ensure that each worker in each trade or occupation employed in the performance of this Contract either by the Contractor, Sub-contractor or other person doing or contracting to do the whole or any part of the work on this Contract, shall be paid not less than the applicable prevailing rate of wage set forth at: <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx> using the Prevailing Wage Rates for Public Works Contracts effective October 5, 2024 pursuant to ORS 279C.840(4) & OAR 839-025-0033(1).

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

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

A. Prevailing Wage Requirements

a. Applicable Prevailing Wage Rates

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

b. Certified Payroll Filing Requirements

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

c. Certified Payroll Form

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

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

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

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

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

d. Certified Payroll Retainage

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

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

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

24. **SAFETY MEASURES.** Contractor agrees that Contractor, Contractor's employees, and subcontractors will comply with all state and federal requirements, including ADA, OSHA, Civil Rights Act, and EEO requirements. Contractor agrees to comply with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) and that all personnel must wear safety vests at all times. Contractor understands and agrees that there shall be no southbound lane closures from 7:00 a.m. to 8:30 a.m. and no northbound lane closures from 4:00 p.m. to 6:00 p.m.

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

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

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

27. **LIENS.** Contractor shall not permit any lien or claim to be filed or prosecuted against the City of Keizer, Oregon or the private property owner, in connection

with this contract and agrees to assume responsibility should such lien or claim be filed. If at any time there shall be evidence of any lien or claim for which the Owner might become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to provide complete indemnification against such lien or claim. In the event the Owner has already paid to the Contractor all sums due under this Contract or the balance remaining unpaid is insufficient to protect the Owner, the Contractor shall be liable to the Owner for any loss so sustained.

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

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

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

Contractor, or to deduct from any payment then or thereafter due the Contractor, the cost incurred by it through the default of the Contractor, provided the Public Works Director approves the amount thus charged to the Contractor.

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

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

29. OWNER'S RIGHT TO TERMINATE CONTRACT. Owner may terminate this Contract upon seven (7) days written notice to Contractor if Owner fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Owner to pay for services under this Contract.

30. CONTRACTOR'S RIGHT TO STOP OR TERMINATE CONTRACT. If the work shall be stopped under an order of any court or other public authority for a period of no less than three (3) months through no act or fault of the Contractor or of any one employed by it, then the Contractor may on seven (7) days written notice to the Owner stop work or terminate this Contractor and recover from the Owner payment for all work executed to the date of stoppage, any losses sustained from any plant or material, and a reasonable profit. If the Public Works Director shall fail to issue any certificate for payment within ten (10) days after it is due, or if the Owner shall fail to pay the Contractor within fifteen (15) days after its maturity and presentation to the Owner any sum certified by the Public Works Director, then the Contractor may, on seven (7) days written notice to Owner, terminate the Contract and recover from the Owner payment for all work executed to date, any losses sustained upon any plant for material, and a reasonable profit.

31. DELAYS AND EXTENSION OF TIME. If the Contractor is delayed at any time in the progress of the work by an act or neglect of the Owner, or any employee of Owner, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cause beyond the Contractor's control, or by delay authorized by the Public Works Director, or by any cause which the Public Works Director shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Public Works Director may decide.

No such extensions shall be made for a delay occurring more than seven (7) days before claim therefore is made in writing to the Public Works Director. In

the case of a continued cause of delay, only one claim is necessary. This section does not exclude the recovery of damages for delays by either party under other provisions in the Contract documents.

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

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

34.DISPUTE RESOLUTION.

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

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

36. INDEPENDENT CONTRACTOR STATUS. The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the Owner. Contractor is not entitled to, and expressly waives all claim to City benefits including, but not limited to health, life, and disability insurance, overtime pay, paid leave, and retirement.

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

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

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

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

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

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

CITY OF KEIZER

TURNEY EXCAVATING INC.

By: _____
Adam J. Brown,
City Manager

By: _____
Mitchell Turney,
President

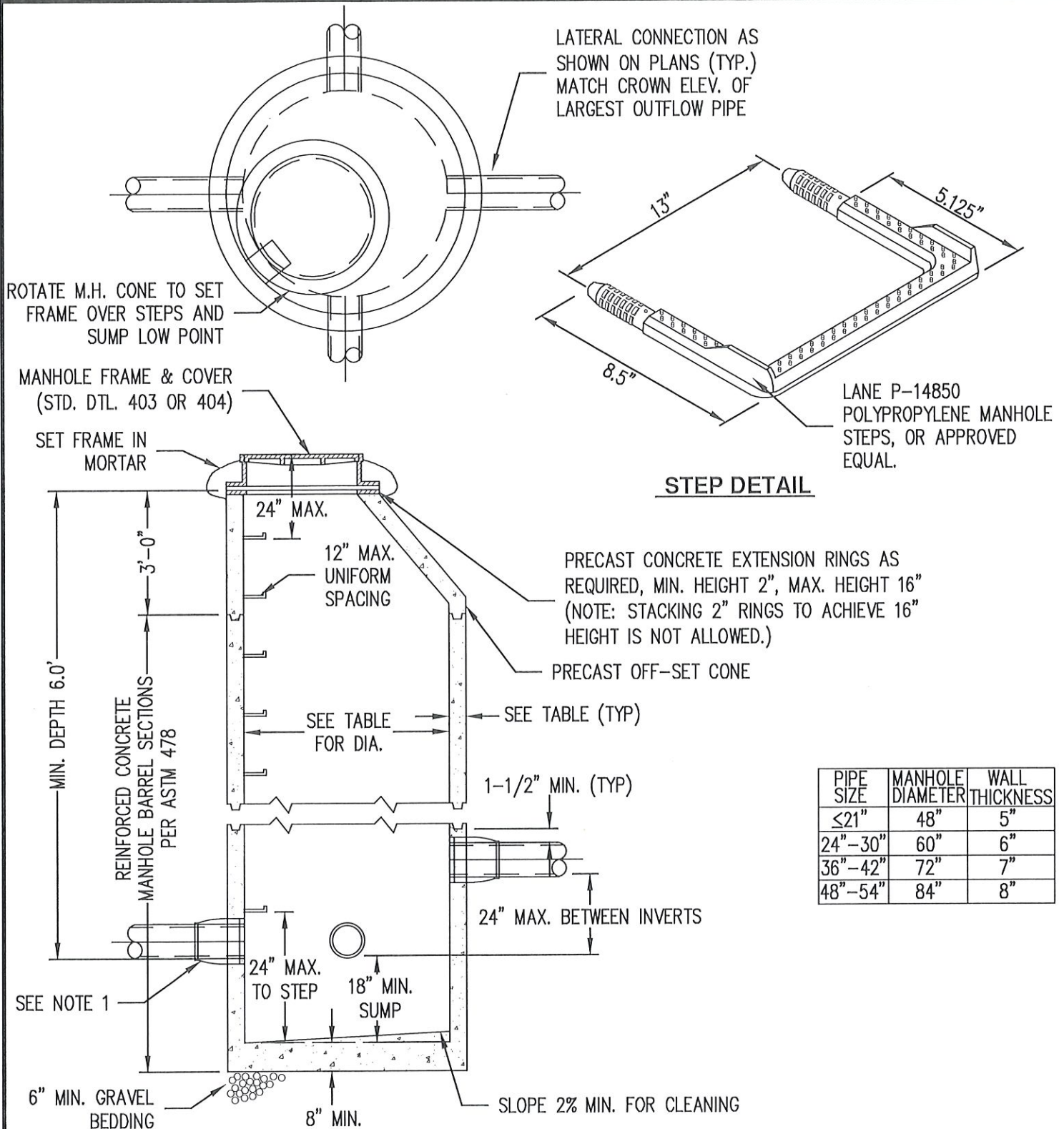
APPROVED AS TO FORM:

Keizer City Attorney

EXHIBIT "A"
SCOPE OF WORK

MANHOLE REPAIRS

1. Remove AC in circle cut area around manhole, see attached map
2. Remove manhole frame, cover and any damaged concrete grade rings
3. Adjust manhole frame and cover to grade using precast concrete rings (min height 2") as needed and Jet Set Cement. Salem Electric manholes should only need frame adjusted and set to grade using Jet Set Cement.
4. Fill area around concrete rings with Jet Set Cement leaving room for a min of 4" Level 2 ACP up to 6"
5. Cover with sheet plate for 48 hours
6. Apply tack coat to exposed concrete surfaces and edges of existing AC immediately prior to paving
7. Pave back minimum 4" Level 2 ACP up to 6".
8. Seal joint using hot paving grade oil and sand around circle cut
9. Vacuum and properly dispose of all slurry material if saw cutting.
10. No southbound lane closures 7am to 8:30 am and no northbound lane closures 4pm to 6pm
11. Comply with appropriate Erosion Prevention and Sediment Control and obtain satisfactory final inspection from the Stormwater Division of the City of Keizer.



NOTES:

1. RESILIENT CONNECTORS SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
2. PIPES SHALL BE FLUSH WITH INSIDE WALL. GROUT PIPE CONNECTION JOINTS SMOOTH AT MANHOLE INTERIOR.
3. PLYWOOD FORM ALL CAST-IN-PLACE BASES. BASE MAY BE ROUND OR SQUARE.

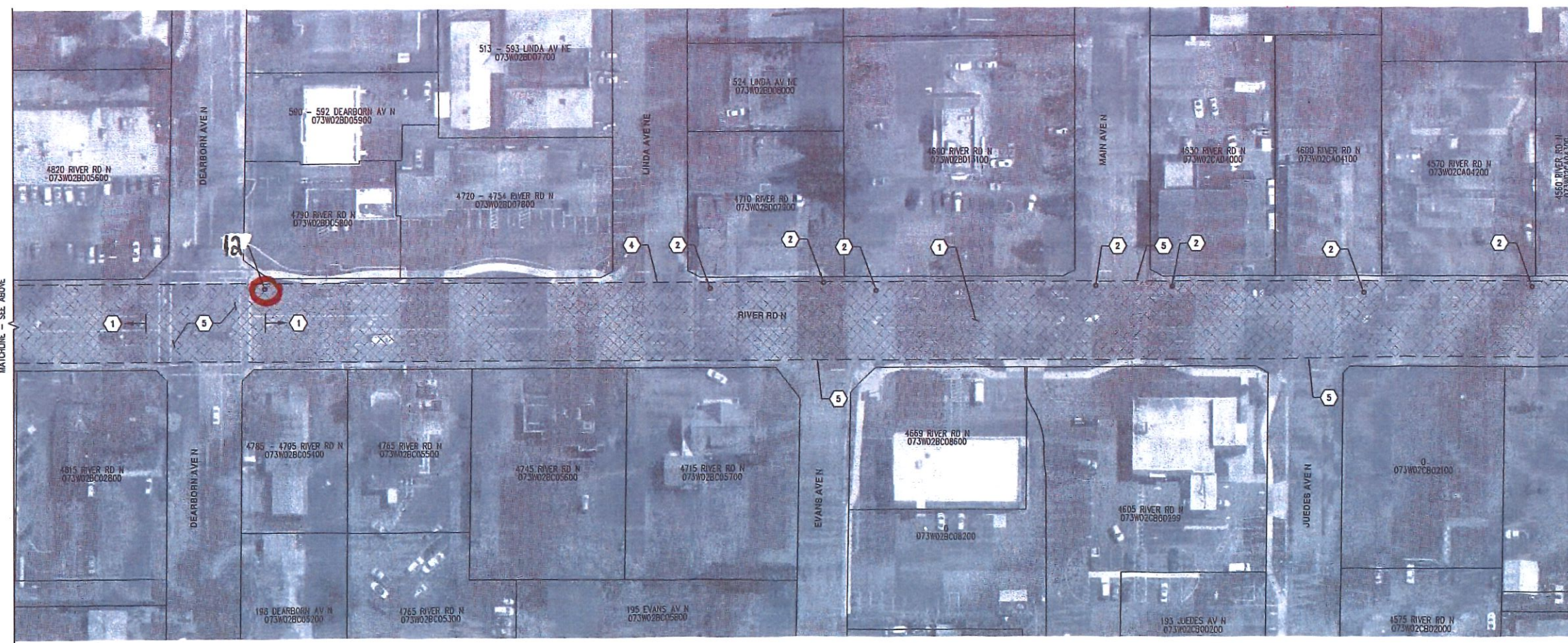
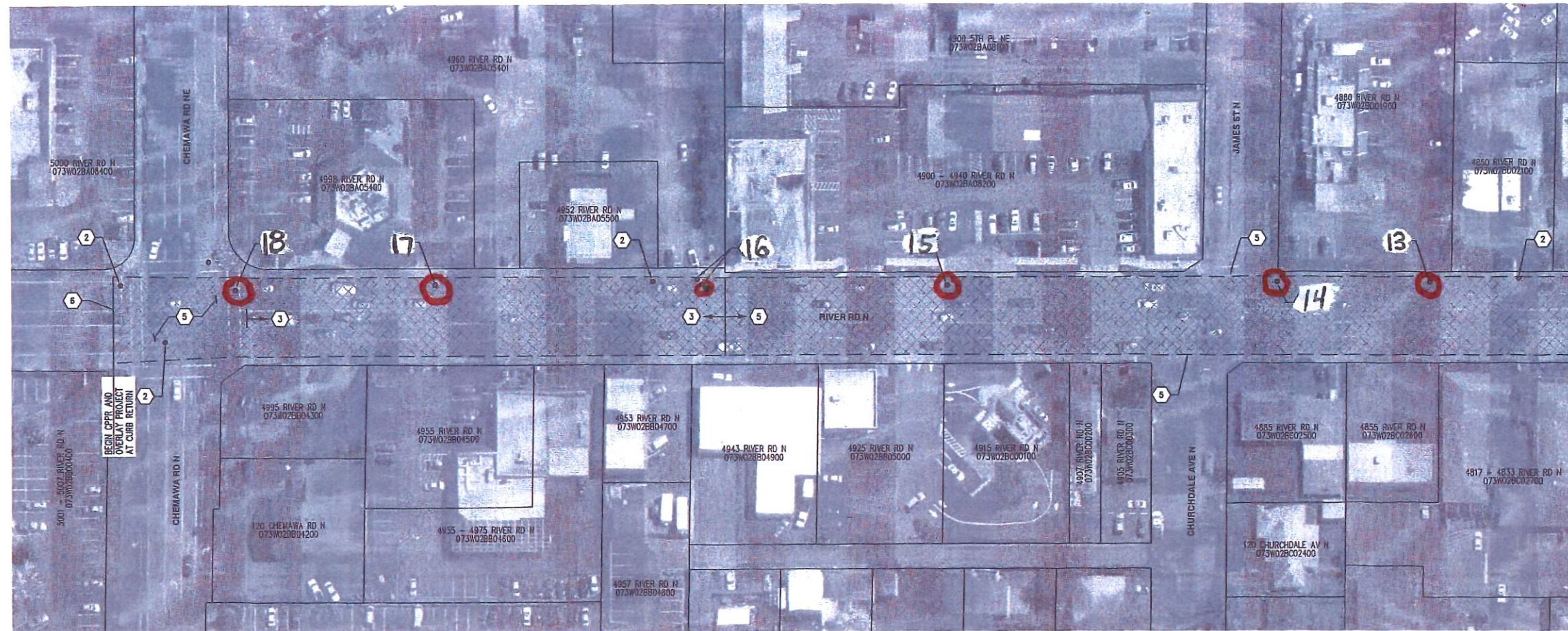
ISSUED: 05/04/2023

REVISED: _____

DRAWING NOT TO SCALE

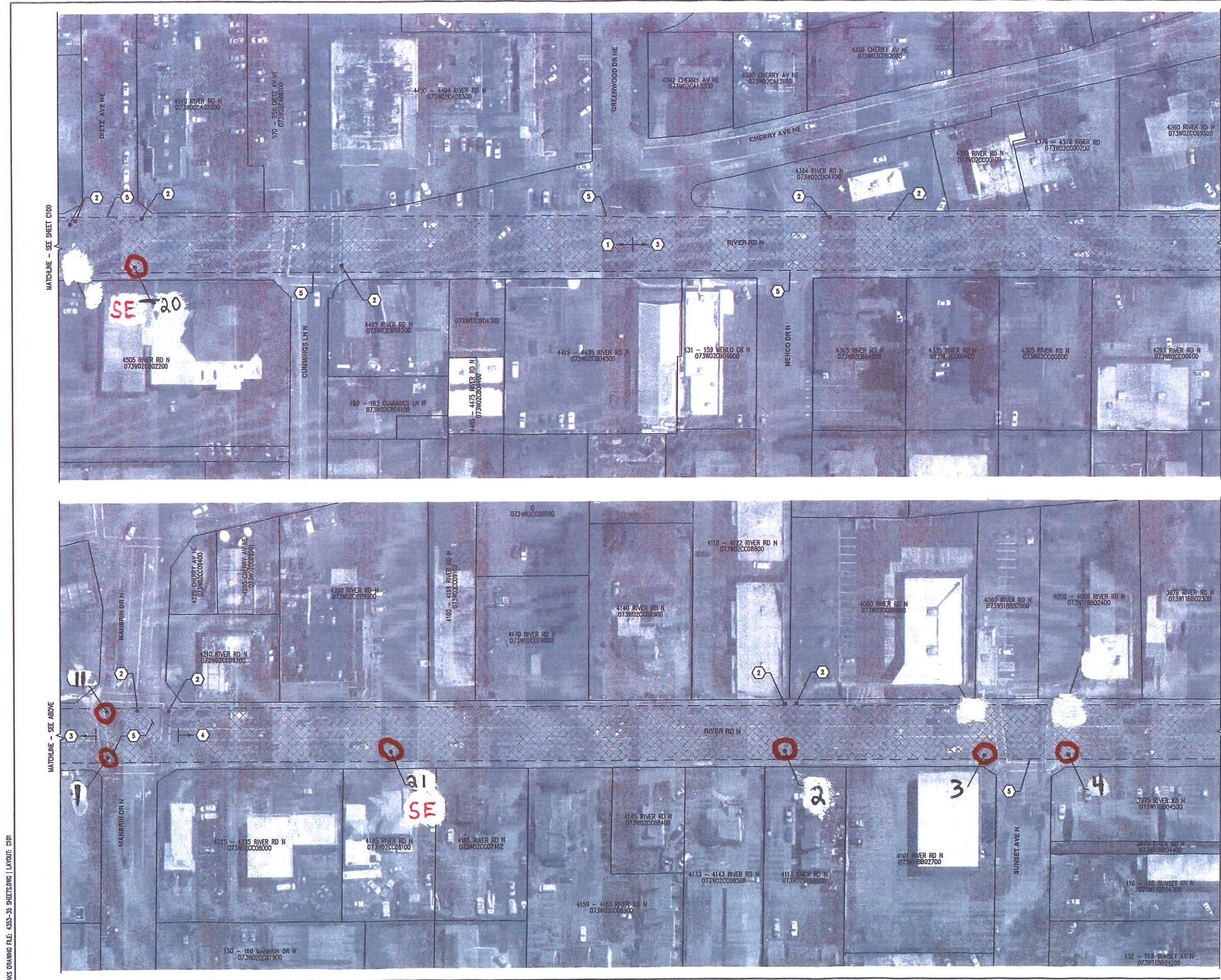
CITY OF KEIZER | Public Works Department
STANDARD DETAILS
STORMWATER MANAGEMENT





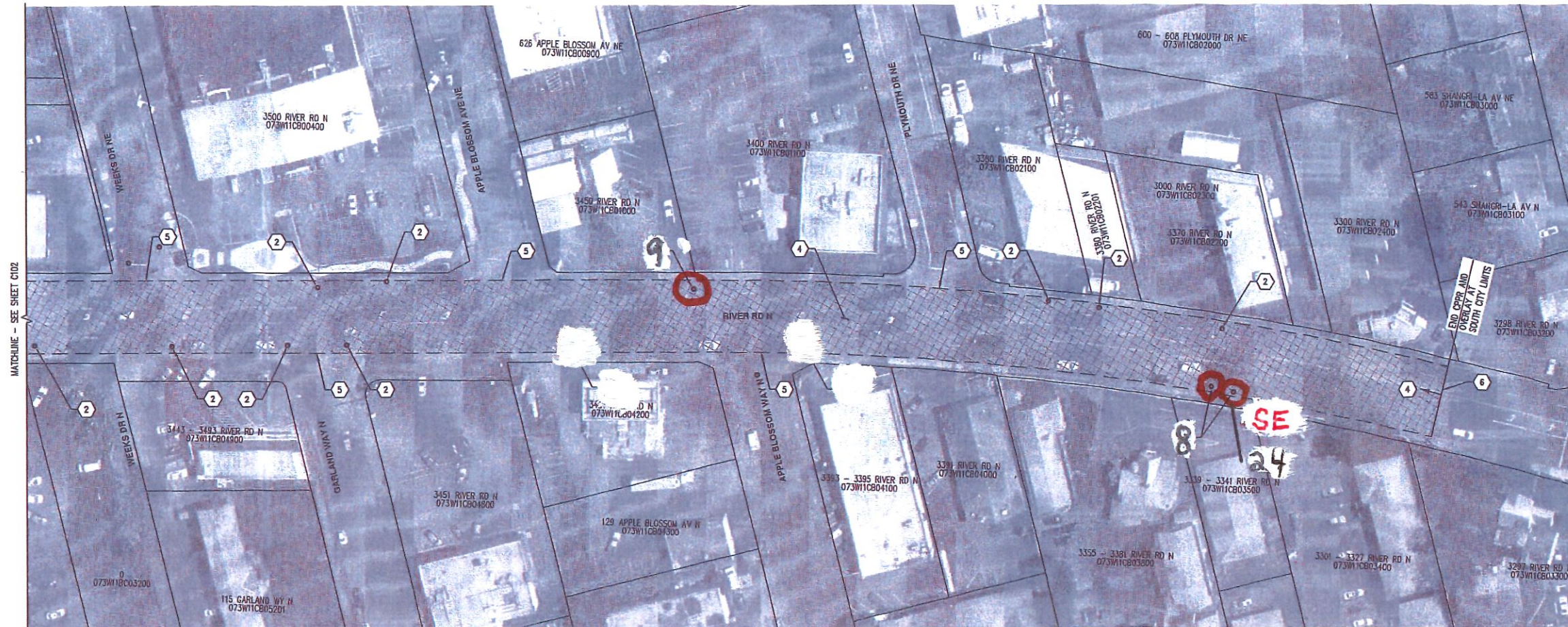
This product is provided as is, without warranty. In no event is the City of Keizer liable for damages from the use of this product. This product is subject to license and copyright limitations and further distribution or resale is prohibited.



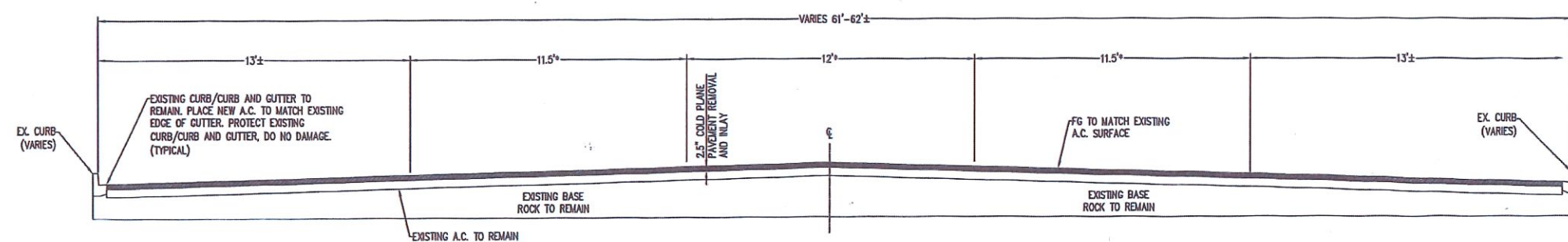


This product is provided as is, without warranty. In no event is the City of Keizer liable for damages from the use of this product. This product is subject to license and copyright limitations and further distribution or resale is prohibited.





MATCHLINE - SEE SHEET C102



* DIMENSIONS SHOWN ARE TO C OF STRIPING.

TYPICAL CPPR AND INLAY STREET SECTION
NORTH RIVER ROAD
NTS

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



EXHIBIT "B"

BID SHEET					
PROJECT: Manhole Repairs OWNER: CITY OF KEIZER				UNIT PRICE'	AMOUNT
ITEM	DESCRIPTION				
	RIVER RD				
1	Manhole Repair Red circle			\$5400.00	\$5400.00
2	Manhole Repair			\$5400.00	\$5400.00
3	Manhole Repair			\$5400.00	\$5400.00
4	Manhole Repair			\$5400.00	\$5400.00
5	Manhole Repair			\$5400.00	\$5400.00
6	Manhole Repair			\$5400.00	\$5400.00
7	Manhole Repair			\$5400.00	\$5400.00
8	Manhole Repair			\$5400.00	\$5400.00
9	Manhole Repair			\$5400.00	\$5400.00
10	Manhole Repair			\$5400.00	\$5400.00
11	Manhole Repair			\$5400.00	\$5400.00
12	Manhole Repair			\$5400.00	\$5400.00
13	Manhole Repair			\$5400.00	\$5400.00
14	Manhole Repair			\$5400.00	\$5400.00
15	Manhole Repair			\$5400.00	\$5400.00
16	Manhole Repair			\$5400.00	\$5400.00
17	Manhole Repair			\$5400.00	\$5400.00
18	Manhole Repair			\$5400.00	\$5400.00
19	Manhole Repair			\$5400.00	\$5400.00
20	Salem Electric Manhole Repair Red circle and "SE"			\$5400.00	\$5400.00
21	Salem Electric Manhole Repair			\$5400.00	\$5400.00
22	Salem Electric Manhole Repair			\$5400.00	\$5400.00
23	Salem Electric Manhole Repair			\$5400.00	\$5400.00
24	Salem Electric Manhole Repair			\$5400.00	\$5400.00
25	Manhole Repair NB River Rd 265' south of Country Glen Ave			\$5400.00	\$5400.00
	KEIZER STATION				
26	Manhole Repair			\$7100.00	\$7100.00
27	Manhole Repair			\$7100.00	\$7100.00
28	Manhole Repair			\$7100.00	\$7100.00
29	Manhole Repair			\$7100.00	\$7100.00
30	Manhole Repair			\$7100.00	\$7100.00
	Additional Manholes (DO NOT INCLUDE IN TOTAL BID)			\$7100.00	\$7100.00
TOTAL BID				\$170,500.00	

Company Name: Turney Excavating Inc.Company Address: 612 N. First St.Silverton OR 97381Company Phone #: 503-367-7522Company Fax #: NAContact Name: Mitchell TurneyEmail Address: Mitch@turneyexcavating.comCompany CCB #: 214481

Signature

Mitchell Turney

Printed Name



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Adam Brown, City Manager
Subject: Personnel Policy Committee Continuation

Proposed Motion

I move that the Keizer City Council direct staff to bring back a resolution to sunset the Personnel Policy Committee.

I. Summary

At its December 16, 2024 meeting, the City Council requested to bring back an agenda item to discuss whether Personnel Policy Committee should sunset, or in other words be discontinued.

II. Background

- A. The Personnel Policy Committee (PPC) has been in place for many years. The PPC is made up of 3 council members and is considered a public body. As a public body the meetings are held in the council chambers and recorded as our other committees. It is different than other committees in that it is made up entirely of council members. Over the last two years, some council members have felt that it has not added value to the City Council and or made the best use of their time.
- B. Right now the most important work in front of the PPC, is the revision of our council approved personnel policies. They will be reviewing the revised policies and making a recommendation to Council.

III. Current Situation

- A. From the staff's perspective the policies are the most important purpose for the committee. Policies could be revised as a committee of the whole, however, if the City Council would prefer that approach.

IV. Analysis

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - Does not apply.
- C. **Timing** - The PPC meets quarterly. There is a specific task they are working on now,

to revise the recently bifurcated policy manual. The policy manual was split into council approved policies and administrative policies. The council approved policies have been updated to contemporary law and best practices. After PPC's review, they will go to the City Council for re-adoption. Ultimately the council will always have to approve those specific policies as a whole.

D. **Policy/Legal** -

The PPC was created by the City Council by resolution and can be eliminated or altered by the city council by resolution.

V. **Alternatives**

- A. Sunset the PPC and handle policy issues as a committee of the whole.
- B. Change the PPC from a standing committee to an ad hoc committee, as opposed to a standing committee which would just be reactivated as policies need to be revised. They would be reconstituted if the council or staff determined that a policy revision was needed.
- C. Take no action and allow the PPC to continue to meet quarterly according to the current practice.

VI. **Recommendation**

Staff recommends that the City Council direct that the Personnel and Policy Committee be sunsetted by resolution.

Attachments

- 1. RES_Personnel Policy Committee (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."

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2023- 3421

4
5
6 AMENDING THE RESOLUTION ESTABLISHING PERSONNEL
7 POLICY COMMITTEE; **AMENDING RESOLUTION NO. R2009-**
8 **1994; REPEALING RESOLUTION R2013-2320**
9

10
11 WHEREAS, in December 2009, the City Council adopted Resolution No. R2009-

12 1994 establishing the Personnel Policy Committee;

13 WHEREAS, on January 22, 2013, the City Council adopted Resolution R2013-

14 2320 amending the Personnel Policy Committee;

15 WHEREAS, the City Council wishes to amend the membership to allow
16 appointment of a Youth liaison;

17 NOW, THEREFORE,

18 BE IT RESOLVED by the City Council of the City of Keizer that Resolution No.
19 R2009-1994 is hereby amended by replacement of Appendix "A" with the attached
20 Appendix "A", and by this reference made a part hereof.

21 BE IT FURTHER RESOLVED that Resolution R2013-2320 is hereby repealed in
22 its entirety.
23
24
25

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

3 PASSED this 6th day of November, 2023.

4
5 SIGNED this 6th day of November, 2023.

6

7

8

9

Mayor Cathy Clark

10

11

12

Melissa Bisset
City Recorder

Appendix "A"

City Council Committee

Name: Personnel Policy Committee

Purpose: The Personnel Policy Committee shall make recommendations to the Keizer City Council regarding personnel policies, including, but not limited to, recommendations regarding salary/compensation surveys. The Personnel Policy Committee shall also review general personnel information, including, but not limited to, worker's compensation statistics, retirement issues, and employee updates; but shall not review individual employee matters. The Personnel Policy Committee shall not review placement of individual employees in a salary classification system, collective bargaining agreement issues, employee disciplinary matters, or other individual employee matters or matters that are under the purview of the City Manager pursuant to the Keizer City Charter.

Membership: The Personnel Policy Committee shall consist of three City Council members to be appointed by the Mayor and announced at a regularly scheduled Council meeting. The Council may appoint a non-voting Youth liaison to the Committee pursuant to the Council Rules of Procedure. The Personnel Policy 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 serve a two-year term to coincide with the Mayor's term of office.

Chair and Vice-Chair: The Personnel Policy Committee will elect the Chair and Vice-Chair at the first meeting of each odd numbered year, or when necessary due to a vacancy.

Meetings: The Personnel Policy Committee shall meet as determined by a majority of the members and shall meet as deemed necessary by the Chair. All meetings of the Committee shall follow Robert 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.



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Joseph Lindsay, City Attorney
Subject: Adopting City of Keizer Council Rules of Procedure

Proposed Motion

I move to adopt Resolution R2025-___ Adopting the City of Keizer Council Rules of Procedure; Repealing Resolutions R2022-3369, R2023-3370, R2023-3373, R2024-3440, R2024-3505, Minute Motion Made December 16, 2024, and Minute Motion Made January 6, 2025.

I. Summary

The City Council must adopt rules to govern committees, members, and proceedings. Over the last few meetings, the City Council has identified amendments to their rules. These amendments are being presented here for adoption.

II. Background

- A. During the City Council general meetings in December, several changes to the City Council Rules of Procedure were discussed. A lengthier discussion regarding amendments to the Rules of Procedure will also occur at the January 18, 2025, work session, where the rules will be discussed and a general consensus regarding specific, desired changes should be noted by staff.

III. Current Situation

- A. Staff has put forth the original suggested changes to the Rules of Procedure as currently known at time of publication of this packet. Any changes that come out of the January 18, 2025, work session will be brought forward at the January 21, 2025, general meeting with a resolution for adoption.

IV. Analysis

- A. **Strategic Impact** - NA
- B. **Financial** - NA
- C. **Timing** - The Rules of Procedure are the province of the City Council, and they can be amended at any time.

D. **Policy/Legal** - The City Council can adopt their own rules. The rules cannot offend the City Charter.

V. Alternatives

- A. Adopt the resolution and Rules of Procedure as presented.
- B. Amend more Rules and adopt those.
- C. Change fewer Rules than presented.
- D. Set over changing the Rules for more discussion.
- E. Leave the Rules as they are.

VI. Recommendation

Staff recommends amending the Rules to the Council's liking--adopting them through the Resolution presented.

Attachments

- 1. RES_CC_Adopting Council Rules of Procedure_1 21 2025
- 2. EXH_CC_Council Rules of Procedure_1 21 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."

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-_____

**ADOPTING THE CITY OF KEIZER COUNCIL RULES OF
PROCEDURE; REPEALING RESOLUTIONS R2022-3369,
R2023-3370, R2023-3373, R 2024-3440, R2024-3505, MINUTE
MOTION MADE DECEMBER 16, 2024, AND MINUTE
MOTION MADE JANUARY 6, 2025**

WHEREAS, the City Charter of the City of Keizer grants the authority for the
City Council to adopt Council Rules of Procedure;

WHEREAS, the City Council adopted revised procedures in 2022;

WHEREAS, the City Council has determined that the Council Rules of Procedure
should be updated;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City of
Keizer City Council Rules of Procedure attached hereto and by this reference made a
part hereof, are hereby adopted.

BE IT FURTHER RESOLVED that Resolutions R2022-3269, R2023-3370,
R2023-3373, R2024-3440, R2024-3505, Minute Motion Made December 16, 2024, and
Minute Motion Made January 6, 2025 are hereby repealed in their entirety.

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

3 PASSED this _____ day of _____, 2025.

4
5 SIGNED this _____ day of _____, 2025.

6

7

8

9

Mayor

10

11

12

City Recorder

The City of Keizer Council Rules of Procedure will be handed out to Council at the beginning of this January 21, 2025 general meeting.



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: Boards, Commissions, Committee Appointments for City Council

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

- A. As of January 15, 2024, 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.

- B. The City Council will be discussing proposed changes to the City Council Rules of Procedure, including proposed changes to the method of appointment related to Board, Commission and Committee assignments at the January 18, 2025 Work Session.
- C. The Mayor has received requests from council members for committee assignments.

IV. Analysis

A. **Strategic Impact** - NA

B. **Financial** - NA

C. **Timing** -

- 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.
- Former 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 a new method of appointment has been agreed upon, the Council use the new method to make the appointments.
- D. 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. City Council and Committee Blank

“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 Committees, Boards, Commissions and Task Forces 2025-2026		
Name	Council Representative	Voting Member or Non-Voting Liaison
Community Diversity Engagement Committee (<i>appoint 2</i>)		Voting Members
Keizer Emergency Planning Committee		Voting Member
Keizer Public Arts Commission		Voting Member
Keizer Parks and Recreation Advisory Board		Non-Voting Liaison
Keizer Personnel Policy Committee (<i>appoint 3</i>) - meets quarterly		Voting Members
Keizer Planning Commission		Non-Voting Liaison
Traffic Safety/Bikeways/Pedestrian Committee		Non-Voting Liaison
Volunteer Coordinating Committee		Non-Voting Liaison
Keizer Budget Committee		Voting Members
Long Range Planning Task Force		Voting Members
Keizer Audit Committee (<i>appoint 3</i>) – one meeting per year		Voting Members
Neighborhood Association Liaisons (<i>appoint up to two per association</i>)		Non-Voting Liaisons
Outside Committees - Appointments		
Claggett Creek Watershed Council		Non-voting liaison
Keizer Community Library Board of Directors		Non-voting liaison
Keizer Heritage Foundation Board of Directors		Voting Member
Keizer United		Non-voting liaison
Mid-Willamette Valley COG Board of Directors		Voting Member
Mid-Willamette Valley Economic Development Partnership Board		Voting Member
Mid-Willamette Valley Homeless Alliance Board and ORS 190 Entity Board		Voting Member
Salem Waste Water Task Force		Voting Member
Mid-Willamette Valley Commission on Transportation (MWACT)		N/A
Salem Keizer Area Transportation Studies (SKATS)		Voting Member
Salem Keizer CFEC Scenario Planning (thru 2025)		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
Oregon Mayors Association Board of Directors (term thru 2026)	Clark	Voting Member
Oregon State Fair Council	Cross	Voting Member