**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 5:45 p.m. on the day of the meeting. Most regular City Council meetings are streamed live through www.KeizerTV.com and cable-cast on Comcast Channel 23 within the Keizer City limits.**

# AGENDA

## KEIZER CITY COUNCIL
## REGULAR SESSION

**Monday, November 3, 2025**
**6:00 PM**
**Robert L. Simon Council Chambers**
**930 Chemawa Road NE**
**Keizer, Oregon**

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **FLAG SALUTE**

4. **SPECIAL ORDERS OF BUSINESS**

   a. **PROCLAMATION: Native American Heritage Month**

   b. **PROCLAMATION: National Veterans and Military Families Month**

5. **COMMITTEE REPORTS**

   a. **Volunteer Coordinating Committee Recommendations for Appointments - Multi-Modal Safety Committee, Parks and Recreation Advisory Board and Planning Commission Youth Liaison**

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. **CONSENT CALENDAR**

   a. **Approval of October 20, 2025 Regular Session Minutes**

   b. **Approval of October 27, 2025 Work Session Minutes**

   c. **RESOLUTION - Authorizing the City Manager to Enter Into an Administrative Services Agreement with MissionSquare Retirement**

8. **PUBLIC HEARINGS**

   a. **RESOLUTION - Adopting User Fees for the Keizer Electric Vehicle Charging Stations**

b. ORDER - In the Matter of the Amendment of Rates for Franchise Solid Waste Collection Within the City of Keizer, Effective as of January 1, 2026

## 9. ADMINISTRATIVE ACTION

a. RESOLUTION - Authorizing City Manager to Sign Grant Agreement for Keizer Rapids Park Synthetic Turf Fields Project (Phase III)

b. RESOLUTION - Authorizing City Manger to Sign Letter of Intent with Akemveer Real Estate LLC (Keizer Station Area C-1)

## 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, November 10, 2025 - 6:00 p.m.***
***Long Range Planning Task Force (Tentative - may move to December 8)***

***Monday, November 17, 2025 - 6:00 p.m.***
***City Council Regular Session***

***Monday, December 1, 2025 - 6:00 p.m.***
***City Council Regular Session***

***Monday, December 8, 2025 - 6:00 p.m.***
***City Council Work Session (Potentially Long Range Planning Task Force Meeting)***

## 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."*

# Proclamation

**WHEREAS, the lands in the Willamette Valley on which the people of the City of Keizer reside are acknowledged as the historic home of the Kalapuya, ancestors of the members of both the Confederated Tribes of the Grand Ronde and Confederated Tribes of Siletz Indians; and**

**WHEREAS, many acts of injustice, broken treaties, and laws for exclusion of Native Americans have occurred since non-native peoples came into these lands; and**

**WHEREAS, we need to remember that tragic history and continue to commit ourselves to a just and equitable future for all of people in our Keizer Community; and**

**WHEREAS, the many cultural and ethnic communities now living in the City of Keizer and the Willamette Valley benefit from knowing and celebrating the heritage, traditions and accomplishments of Native Americans; and**

**WHEREAS, the City of Keizer wishes to continue to acknowledge and honor all Native American Tribal Nations and their ancestors.**

**NOW, THEREFORE, the Keizer City Council assembled here in Regular Session, does hereby proclaim November 2025 as**

## Native American Heritage Month

**IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer to be herein affixed this 3rd day of November, 2025.**

______________________________

**MAYOR CATHY CLARK**
**City of Keizer, Oregon**

# Proclamation

**WHEREAS,** the City of Keizer recognizes and honors the strength, commitment, and sacrifices of the families, caregivers, and loved ones of our nation's veterans and active-duty service members; and

**WHEREAS,** military families' dedication and perseverance are vital to the strength of our armed forces and the fabric of our nation; and

**WHEREAS,** the constant transitions, relocations, and challenges faced by military families require extraordinary resilience; and

**WHEREAS,** the families' and caregivers' service, support, and sacrifices require personal courage, devotion, and strength; and

**WHEREAS,** the people of Keizer respect, honor and appreciate the families and caregivers who care for veterans returning from service and to those who carry the memory of loved ones who gave their lives in defense of our country.

**NOW, THEREFORE,** the people of the City of Keizer want to express our gratitude to all who have served, to those who continue to serve, and to the families who stand beside them, and

**FURTHERMORE,** the Keizer City Council assembled here in Regular Session, does hereby proclaim November 2025 as

## National Veterans and Military Families Month

and encourages all residents to honor our veterans, service members, their families and their caregivers through acts of recognition, gratitude, and community support.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Keizer to be herein affixed this 3rd day of November, 2025.

______________________________

**MAYOR CATHY CLARK**
City of Keizer, Oregon

City Council Meeting Date: November 3, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Melissa Bisset, City Recorder

Subject: Board, Commission and Committee Appointments

---

**Proposed Motion**

I move the City Council accept the recommendations of the Volunteer Coordinating Committee and appoint Talia Mesecar as Planning Commission Youth Liaison for school year term of 2025/2026; Michael Welsh to Position #1 and Hersch Sangster to Position #2 on the Mutti-Modal Safety Committee for the term expiring December 31, 2028; Tanya Hamilton to Position #1, Mike Pantalone to Position #2, and Gwen Carr to Position #3 on the Parks and Recreation Advisory Board for the term expiring December 31, 2028.

## I. Summary

The Volunteer Coordinating Committee met on October 6, 2025, to review and interview applicants.

## II. Background

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

## III. Current Situation

A. The openings were advertised, applications collected, and the Volunteer Coordinating Committee interviewed candidates. They made the following appointment recommendations for the City Council's consideration: Talia Mesecar as Planning Commission Youth Liaison for school year term of 2025/2026; Michael Welsh to Position #1 and Hersch Sangster to Position #2 on the Mutti-Modal Safety Committee for the term expiring December 31, 2028; Tanya Hamilton to Position #1, Mike Pantalone to Position #2, and Gwen Carr to Position #3 on the Parks and Recreation Advisory Board for the term expiring December 31, 2028.

## IV. <u>Analysis</u>

A. **<u>Strategic Impact</u>** - N/A

B. **<u>Financial</u>** - N/A

C. **<u>Timing</u>** -
   A. The Multi-Modal Safety Committee has three positions that expire on December 31, 2028.
   B. The Parks and Recreation Advisory Committee has three openings for positions that expire on December 31, 2028.
   C. The Youth Liaison Position on the Planning Commission is currently open for school year term of 2025/2026.

D. **<u>Policy/Legal</u>** - The City Council approves all recommendations for appointments.

## V. <u>Alternatives</u>

A. Approve appointments.

B. Not approve appointments.

## VI. <u>Recommendation</u>

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

## <u>Attachments</u>

None

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

# MINUTES
# KEIZER CITY COUNCIL
**Monday, October 20, 2025**
**Robert L. Simon Council Chambers**
**930 Chemawa Road NE**
**Keizer, Oregon**

## CALL TO ORDER

Mayor Clark called the meeting to order at 6:00 p.m.

## ROLL CALL

Roll call was taken as follows:

**Present:**
Cathy Clark, Mayor
Shaney Starr, Council President
Soraida Cross, Council Vice President
Kyle Juran, Councilor
Daniel Kohler, Councilor
Marlene Parsons, Councilor
Lore Christopher, Councilor
Felicia Guptill, Youth Councilor

**Staff:**
Tim Wood, Assistant City Manager
Shane Witham, Planning Director
Joseph Lindsay, City Attorney
Bill Lawyer, Public Works Director
Tim Hein, Police Leiutenent
Garrett Klever, Human Resources Director
Melissa Bisset, City Recorder

## FLAG SALUTE

Mayor Clark led the pledge of allegiance.

## SPECIAL ORDERS OF BUSINESS

**a. <u>PROCLAMATION</u>: Domestic Violence Prevention Month**

Ashley Carson, Executive Director for Center for Hope and Safety, and Brendan Murphy, Marion County Chief Deputy District Attorney shared about domestic violence services.

Mayor Clark read the Proclamation recognizing October 2025 as Domestic Violence Awareness Month and presented the proclamation to Ms. Carson and Mr. Murphy.

**b. Announcement of the 2025 Keizer Public Arts Commission Holiday Card Contest Winner - Kaitlin McDaid**

Mayor Clark announced that this year's winner of the holiday card contest was Kaitlin McDaid, and her artwork was named “A Christmas Dog.”

## COMMITTEE REPORTS

Kim Steen, Keizer Public Arts Commission Chair, reviewed their most recent meeting and newest members.

Lisa Cejka, Parks and Recreation Advisory Committee Member, reviewed their most recent meeting. She expressed excitement and appreciation for the improvements made at Palma Ceia Park by a local volunteer group led by former Councilor Laura Reid.

Fausto Ramos, Community Diversity Engagement Committee Member, reviewed their most recent meeting and work.

Mike De Blasi, Traffic Safety/ Bikeways/ Pedestrian Committee Chair, reviewed their most recent meeting. There were comments about Safe Routes to School Program and the Pilot Pedestrian Flag Program.

Rhonda Rich, West Keizer Neighborhood Association President, reported on their recent activities. She commented on recent vandalism in the park. She expressed her thanks to the City for the new website and the placement of the Neighborhood Associations on it.

## PUBLIC COMMENTS

David Philbrick, Keizer, Traffic Safety/ Bikeways/ Pedestrian Committee Member, shared about concerns the committee had heard at their meetings about speeding in particular residential areas, like Verda, Mandarin, and Park Meadow. He believed that there would be a reduction in speed if the speed limit were lowered. He felt that the real and perceived safety and livability of our streets would be noticeably improved. He encouraged the City Council to consider lowering the speed limit to 20 mph in residential areas.

## CONSENT CALENDAR

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

**a. Approval of October 6, 2025 Regular Session Minutes**

**b. RESOLUTION - Authorizing the City Manager to Enter Into a Contract with West Coast CIPP Supply LLC for Storm Drain Rehabilitation (Candlewood Drive NE)**

## PUBLIC HEARINGS

There were no public hearings.

## ADMINISTRATIVE ACTION

**a. RESOLUTION - Amending the Traffic Safety/Bikeways/Pedestrian Committee; Amending Resolution No. R2012-2256; Repealing Resolution R2025-3553**

Public Works Director Bill Lawyer summarized the staff report.

Councilor Christopher moved to rename the Traffic Safety/ Bikeways/ Pedestrian Committee to the Transportation Safety Committee. Mayor Clark seconded.

Councilor Christopher supported the name change to Transportation Safety Committee to reflect a modern, comprehensive, and unified mission. She explained that transportation now includes a broad range of modes beyond cars, bicycles, and walking—such as e-bikes, e-scooters, and emerging technologies. She felt the new name ensured the committee remains relevant and adaptable as mobility options evolve.

Councilor Christopher noted that the current name, Traffic Safety, Bikeways, and Pedestrian (TSBP) Committee, was fragmented and overly specific, potentially excluding other important areas like transit, parking design, school zones, and emergency vehicle access. She suggested a single, streamlined title reduces confusion, promotes clarity, and aligns with regional and national best practices. Many cities have adopted broader titles to support a multi-modal approach, improving interagency coordination, public understanding, grant competitiveness, and community engagement. Councilor Christopher emphasized that a unified name makes it easier for residents to report safety concerns without needing to categorize them, thereby encouraging broader participation.

Council President Starr offered a friendly amendment to that motion and suggest that it be the Multi-Modal Safety Committee. Councilor Christopher declined the friendly amendment.

Councilor President Starr felt that Multi-Modal was the term that was being used in transportation, traffic work, and in planning.

Councilor Kohler asked why the name was being changed. It was noted that the TSBP Committee requested to change the name and the Council agreed that they could make a suggestion on a new name.

Mayor Clark felt that safety should be emphasized.

Council President Starr motioned to amend the motion to read Multi-Modal Safety Committee. Councilor Parsons seconded. Motion failed as follows:
AYES: Starr, Parsons (2)
NAYS: Kohler, Christopher, Clark, Cross, Juran (5)
ABSTENTIONS: None (0)
ABSENT: None (0)

The original motion was voted on. Motion failed as follows:
AYES: Cross, Christopher, Juran (3)
NAYS: Parsons, Kohler, Clark, and Starr (4)
ABSTENTIONS: None (0)
ABSENT: None (0)

Councilor Christopher moved to reconsider the change of this committee to Multi-Modal Safety Committee. Councilor seconded by Council President Starr. Motion passed unanimously as follows:

AYES: Cross, Starr, Juran, Christopher, Parsons, Clark, and Kohler (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

The motion was back on the table to change the name to Multi-Modal Safety Committee, and it was voted on. Councilor seconded by Council President Starr. Motion passed unanimously as follows:
AYES: Cross, Starr, Juran, Christopher, Parsons, Clark, and Kohler (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

**b. Discussion regarding 20 mph speed limit**

Public Works Director Bill Lawyer summarized the staff report. Discussion followed regarding perception on speeding. Mr. Lawyer shared that the threshold could be lowered in the Neighborhood Traffic Management Program and then traffic-calming could be considered. Lieutenant Hein explained Officer discretion in relation to speeding enforcement and the citation process.

There were suggestions that the variety of tools available should be discussed and considered including enforcement.

It was noted that the Trafic Safety Unit was fully staffed.

Youth Councilor Guptill shared that she had not felt unsafe as a bicyclist and was a new driver on Park Meadow. She felt that the cost was high and felt that speeders would not slow down if the signs were changed.

There were suggestions about conducting education outreach, town halls, and the importance of safety and speeding in the community, and public outreach on speeding.

The Council reached consensus to include questions about speed limits in an upcoming City survey, increase public outreach regarding speeding, and have the Multi-Modal Safety Committee revisit the criteria in the Neighborhood Traffic Management Program.

**c. RESOLUTION - Appointing Municipal Court Judge Pro Tem**

City Attorney Joseph Lindsay summarized the staff report. Aaron Hisel introduced himself and hoped for a long-term relationship with the City.

Council President Starr moved to adopt Resolution R2025- Appointing Municipal Court Judge Pro Tem. Councilor Kohler seconded. Motion passed unanimously as follows:
AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

d. **Discussion regarding deeming it important that Councilor Parsons appear electronically and be considered "in attendance" for the November 3, 2025 City Council Meeting (Council Rules of Procedure Section 3.10 - Attendance Duty)**

Councilor Parsons would like to appear electronically and be considered "in attendance" for the November 17, 2025, City Council Meeting.

Moved to allow for Councilor Parsons to appear electronically and be considered "in attendance" for the November 17, 2025, City Council Meeting. Seconded by Councilor Kohler. Motion passed unanimously as follows:
AYES: Clark, Starr, Cross, Kohler, Juran, Christopher, and Parsons (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

## OTHER BUSINESS

There was no other business.

## STAFF UPDATES

Assistant City Manager Wood reminded residents on the south side of town to save water due to the sewer reset period underway, and they could possibly have their sewer rates reduced for the upcoming year.

Lieutenant Tim Hein reported on staffing at the Police Department.

City Attorney Joseph Lindsay reported that he recently attended the Employment and Labor Law training and FEMA ICS training.

## COUNCIL MEMBER REPORTS

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

## AGENDA INPUT

**Monday, October 27, 2025 - 6:00 p.m.**
City Council Work Session - Sidewalk Gap and Repair

**Monday, November 3, 2025 - 6:00 p.m.**
City Council Regular Session

**Monday, November 10, 2025 - 6:00 p.m.**
Long Range Planning Task Force

**Monday, November 17, 2025 - 6:00 p.m.**
City Council Regular Session

## ADJOURNMENT

Mayor Clark announced that the Keizer City Council would be meeting in Executive Session pursuant to ORS192.660 (2) (e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions. The Council would not be taking any action after the executive session.

Mayor Clark adjourned the meeting at 7:48 p.m.

MAYOR: APPROVED:

| | |
|---|---|
| ______________________________ | ______________________________ |
| Cathy Clark | Dawn Wilson, Deputy City Recorder |

Minutes approved: ______________________

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

# MINUTES
# KEIZER CITY COUNCIL
**Monday, October 27, 2025**
**Robert L. Simon Council Chambers**
**930 Chemawa Road NE**
**Keizer, Oregon**

## CALL TO ORDER

Mayor Clark called the meeting to order at 6:06 p.m.

## ROLL CALL

Roll call was taken as follows:

**Present:**
Cathy Clark, Mayor
Shaney Starr, Council President
Soraida Cross, Council Vice President
Kyle Juran, Councilor
Marlene Parsons, Councilor
Lore Christopher, Councilor

**Staff:**
Tim Wood, Assistant City Manager
Joseph Lindsay, City Attorney
Bill Lawyer, Public Works Director
Melissa Bisset, City Recorder

**Absent:**
Daniel Kohler, Councilor

## DISCUSSION

Public Works Director Bill Lawyer presented on the Sidewalk Gap and Repair Program. There was discussion about potential sidewalk infill locations. There was support for an Ordinance related to trees and damage to sidewalks in the right-of-way to codify what the City's practice had been for many years. Discussion followed regarding various costs and liability.

It was noted that there were options for property owners, and the draft Program could have more refinement. There was conversation about the potential of forming local improvement districts.

Discussion followed regarding sidewalk repair complaints and enforcement in relation to the Ordinance. There was a suggestion to include contiguous sidewalks in the priority options. Concern was expressed related to sidewalk repair related to the work Ziply Fiber had been doing. There was a suggestion to have a system for approval that was fair and equitable, as well as having a list of licensed contractors.

The Council felt that tenants should not be included in the Program and that it should only be for property owners. There was a suggestion for a 50 percent split for the Repair Program and a repayment schedule with associated costs. It was suggested to have clarifying language for the various rates depending upon classification, such as commercial, single-residential, and multi-family homes.

The three-month goals were to finalize the draft, present it to the Multi-Modal Safety Committee, present the Program to Council for approval, and to acquire initial funding. There was a suggestion to direct the interest from the Program back into the revolving fund to help keep the Program going.

Mr. Lawyer reviewed the process for sidewalk complaints, and there was a request for review of the violation letter and a desire for kind language in the letter. Thanks was expressed to staff for their work on the draft Program.

**a. Sidewalk Gap and Repair Program**

**ADJOURNMENT**

Mayor Clark adjourned the meeting at 7:23 p.m.

MAYOR: APPROVED:

______________________________ ______________________________
Cathy Clark Dawn Wilson, Deputy City Recorder

Minutes approved: ________________________

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

City Council Meeting Date: November 3, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Garrett Klever, Human Resources Director

Subject: Authorizing the City Manager to Enter into ASA with MissionSquare

---

**Proposed Motion**

I move that the Council adopt Resolution R2025-___ Authorizing the City Manager to Enter into an Administrative Services Agreement with MissionSquare Retirement

## I. Summary

MissionSquare Retirement agreed to reduced plan fee structures for City employees if it became the City's sole 457(b) deferred compensation plan. The administrative services agreement outlines the reduced plan fee structure with a 5-year renewal term.

## II. Background

A. On August 19, 2025, the City Manager terminated agreements with the City's Nationwide and CoreBridge 457(b) deferred compensation plan administrators, leaving MissionSquare the sole administrator for the City's deferred compensation plan.

## III. Current Situation

A. MissionSquare Retirement is the City's sole 457(b) plan administrator.

B. Plan participants are currently in the higher-tier fee structure.

## IV. Analysis

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

B. **Financial** - There is no financial impact on the City. Employees, former employees, and retirees in the plan pay fees through the plan assets themselves. If the agreement is signed, participants will see fee reductions from 54.5% to 73%.

C. **Timing** - If the agreement is signed by November 20, 2025, the reduced fee structure will go into effect in January 2026. If the agreement is not signed, the next window to implement the new fee structures would be April 2026.

D. **Policy/Legal** - The term of agreement is five years. City Council must authorize the City Manager to enter into a five-year agreement.

## V. Alternatives

A. Adopt the attached Resolution authorizing the City Manager to enter into an Administrative Services Agreement with MissionSquare Retirement.

B. Take no action. Plan participants will remain under the current fee structure.

## VI. Recommendation

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager to enter into an Administrative Services Agreement with MissionSquare Retirement

## Attachments

1. RES_CC_Authorizing City Manager to Sign Administrative Services Agreement with MissionSquare_11 3 2025
2. Keizer, City of - Acquisition Renewal - 301730 109141 - R5 R7 - (SSC 5424) Revised DRAFT

*"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 AN ADMINISTRATIVE SERVICES AGREEMENT WITH MISSIONSQUARE RETIREMENT

WHEREAS, Council authorized the City Manager to terminate 457(b) plans with Nationwide and CoreBridge at its August 18, 2025 meeting;

WHEREAS, consolidating the plans with MissionSquare as the City's sole plan can reduce plan administration fees and the City would have a more competitive cost structure;

WHEREAS, in order for MissionSquare to implement the new fee structures, the Council must authorize the City Manager to sign a new Administrative Services Agreement that will supersede all written and oral agreements among the parties;

WHEREAS, the City of Keizer has determined that the the consolidating of the plans and implementing a new fee structure serves the needs of its employees;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is authorized to enter into the final of the attached draft Administrative Services Agreement with MissionSquare Retirement.



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

BE IT FURTHER RESOLVED that the Human Resource Director shall be the coordinator and contact for MissionSquare and shall receive necessary reports, notices, etc.

BE IT FURTHER RESOLVED that the City Manager and the Human Resource Director shall take any and all further action required to implement and administer the Plan.

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

PASSED this __________ day of _________________, 2025.

SIGNED this __________ day of _________________, 2025.

__________________________________
Mayor

__________________________________
City Recorder



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

# ADMINISTRATIVE SERVICES AGREEMENT

for

**City of Keizer**

Type: **457**

Account #: **301730**

Type: **401**

Account #: **109141**



MissionSquare RETIREMENT

# ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") is made effective as of, (please enter date) ________________________________, (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("MissionSquare"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **City of Keizer** ("Employer"), an **Entity** organized and existing under the laws of the State of **Oregon** with an office at **930 Chemawa Road NE, Keizer, Oregon 97303**.

## RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

MissionSquare, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

MissionSquare has designed, and VantageTrust Company offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Funds' principal disclosure documents, the Disclosure Memorandum and the Fact Sheets (together, "MissionSquare Disclosures"); and

MissionSquare provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

## AGREEMENTS

1. Appointment of MissionSquare

Employer hereby appoints MissionSquare as administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by MissionSquare shall be those set forth in Exhibit A to this Agreement.

2. Adoption of VantageTrust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the MissionSquare Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Exclusivity Agreement

Employer agrees that for the initial or succeeding term of this Agreement specified in Section 10, so long as MissionSquare continues to perform in all material respects the services to be performed by it under this Agreement, Employer shall not obtain plan administration from anyone other than MissionSquare. Employer acknowledges that MissionSquare has agreed to the compensation to be paid to MissionSquare under this Agreement in the expectation that MissionSquare will be able to offset costs allocable to performing this Agreement with revenues arising from Employer's exclusive use of MissionSquare at the rates provided herein throughout the initial or succeeding term.

4. Employer Duty to Furnish Information

Employer agrees to furnish to MissionSquare on a timely basis such information as is necessary for MissionSquare to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in the Plan, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify MissionSquare in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the plan sponsor website. MissionSquare shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and MissionSquare shall not be responsible for any error arising from its reliance on such information. MissionSquare will provide reports and account information to the Employer through the plan sponsor website.

Employer is required to send in contributions through the plan sponsor website. Alternative electronic methods may be allowed but must be approved by MissionSquare for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party investment options that do not have profile information provided to MissionSquare through MissionSquare's electronic data feeds from external sources (such as Morningstar) or the third-party investment option providers, the Employer is responsible for providing to MissionSquare timely investment option updates for disclosure to Plan participants. Such updates may be provided to MissionSquare through the Employer's investment consultant or other designated representative.

5. MissionSquare Representations and Warranties

MissionSquare represents and warrants to Employer that:

(a) MissionSquare is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of MissionSquare, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for MissionSquare, or its wholly owned subsidiary, to serve in that capacity.

(b) MissionSquare is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.

(c)(i) MissionSquare shall maintain and administer the 457(b) Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that MissionSquare shall not be responsible for the eligible status of the 457(b) Plan in the event that the Employer directs MissionSquare to administer the 457(b) Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the 457(b) Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, MissionSquare shall not be responsible for the eligible status of the 457(b) Plan to the extent affected by terms in the Employer's plan document that differ from those in MissionSquare's model plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the 457(b) Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

(c)(ii) MissionSquare shall maintain and administer the 401(a) Plan in accordance with the requirements for plans which satisfy the qualification requirements of Section 401 of the Internal Revenue Code and other applicable federal law; provided, however, MissionSquare shall not be responsible for the qualified status of the 401(a) Plan in the event that the Employer directs MissionSquare to administer the 401(a) Plan or disburse assets in a manner inconsistent with the requirements of Section 401 or otherwise causes the 401(a) Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of MissionSquare's model plan document, MissionSquare shall not be responsible for the qualified status of the 401(a) Plan to the extent affected by the differing terms in the Employer's plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the 401(a) Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

6. <u>Employer Representations and Warranties</u>

Employer represents and warrants to MissionSquare that:

(a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.

(b) Employer understands and agrees that MissionSquare's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, MissionSquare does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. MissionSquare does not perform any service under this Agreement that might cause MissionSquare to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that MissionSquare provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.

(c) Employer acknowledges and agrees that MissionSquare does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable share class.

(d) Employer acknowledges that certain such services to be performed by MissionSquare under this Agreement may be performed by an affiliate or agent of MissionSquare pursuant to one or more other contractual arrangements or relationships, and that MissionSquare reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.

(e) Employer approves the use of its Plan in MissionSquare external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

7. Participation in Certain Proceedings

The Employer hereby authorizes MissionSquare to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies MissionSquare otherwise, Employer consents to the disbursement by MissionSquare of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

8. Compensation and Payment

(a) MissionSquare's compensation under this Agreement shall be as set forth in subsection (b) below.

(b) **Compensation for Management Services to VantageTrust Company, Compensation for Advisory and other Services to the MissionSquare Funds Class M and Payments from Third-Party Investment Options**. Employer acknowledges that MissionSquare, or its wholly owned subsidiary, receives fees from VantageTrust Company for investment advisory services and plan and participant services furnished to VantageTrust Company. Employer further acknowledges that MissionSquare, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the MissionSquare Funds Class M, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a MissionSquare Fund Class R that invests substantially all of its assets in a third-party mutual fund not affiliated with MissionSquare, MissionSquare or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the MissionSquare Disclosures and MissionSquare's fee disclosure statement. In addition, to the extent that third party options are included in the investment line-up for the Plan, MissionSquare receives administrative fees from its third-party settlement and clearing agent for providing administrative and other services based on assets invested in third-party investment options; such administrative fees come from payments made by third-party investment options to the settlement and clearing agent.

(c) **Redemption Fees**. Redemption fees imposed by outside investment options in which Plan assets are invested are collected and paid to the investment option by MissionSquare. MissionSquare remits 100% of redemption fees back to the specific investment option to which redemption fees apply. These redemption fees and the individual investment option's policy with respect to redemption fees are specified in the prospectus or other disclosure document for the individual mutual fund and referenced in the MissionSquare Disclosures.

(d) **Payment Procedures**. All payments to MissionSquare pursuant to this Section 8 shall be made from Plan assets held by VantageTrust or received from third-party investment options or their service providers in connection with Plan assets invested in such third-party investment options, to the extent not paid by the Employer. The amount of Plan assets administered by MissionSquare shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 8 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section 8 are contingent upon the Employer's using MissionSquare's plan sponsor website for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement. The compensation in this Section 8 is also based on (a) the assets of the Plan being invested in **R5** shares of the MissionSquare fund lineup with the MissionSquare Target Date funds in **R7** shares.

The compensation and payment set forth in this Section 8 are further contingent upon the transfer of all assets of the Plan(s) from the prior recordkeeper for the Plan(s) to MissionSquare's administration in the approximate amount of **$3.2 million**. Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that there is a material difference between the assets and/or participants transferred to MissionSquare and the information provided from the Employer pursuant to the Request for Proposal.

**Prior Recordkeeper Surrender Charges**. At conversion, participant accounts will be transitioned at market value regardless of any surrender charges assessed in connection with Employer's termination of its prior recordkeeper(s). MissionSquare will provide its services provided that the amount of surrender charges assessed by the prior record-keeper(s) are **no more than $6,500**. MissionSquare has amortized the value of the surrender charges assessed by the prior recordkeeper(s) over the life of this Agreement; therefore, should the Employer terminate this Agreement before the expiration of the initial term, the unrecovered portion of the surrender charges outstanding on the date of termination shall be immediately due and payable to MissionSquare.

The compensation and payment in this Section 8 will take effect in the calendar quarter following receipt at a Delivery Address (defined below the signature line) of one fully executed copy of this Administrative Services Agreement based upon the following schedule:

- Agreement received by February 20 – Effective April
- Agreement received by May 20 – Effective July

- Agreement received by August 20 – Effective October
- Agreement received by November 20 – Effective January

Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the Employer (a) chooses to implement additional mutual funds that do not trade via NSCC or (b) chooses to implement investment options that are not mutual funds.

9. Indemnification

MissionSquare shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than MissionSquare in connection with the administration or operation of the Plan. Employer shall indemnify MissionSquare against, and hold MissionSquare harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against MissionSquare by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from MissionSquare's negligence, bad faith, or willful misconduct.

10. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). The term of this Agreement will commence on the Inception Date and extend **five (5) years** from that date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the MissionSquare PLUS Fund of VantageTrust as an investment option in its investment line-up), MissionSquare retains full discretion to release Plan assets invested in the MissionSquare PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written notification from the Employer that it has made a final and binding selection of a replacement for MissionSquare as administrator of the Plan (or a replacement investment option for the MissionSquare PLUS Fund).

11. Amendments and Adjustments

(a) This Agreement may be amended by written instrument signed by the parties.

(b) MissionSquare may modify this Agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies MissionSquare in writing that it objects to such modification. If not agreeable, the Employer may terminate with 60 days' advance written notice.

(c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements or reduction in fees through electronic messages or special mailings.

12. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

**MissionSquare**: Legal Department, MissionSquare, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
**Facsimile**; (202) 962-4601

**Employer:** at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

13. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between MissionSquare and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

14. Titles

The headings of Sections of this Agreement and the headings for each of the attached Exhibits are for convenience only and do not define or limit the contents thereof.

15. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **Oregon**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Exhibits attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

**CITY OF KEIZER**

By ______________________________________________
Signature/Date

By ______________________________________________
Name and Title (Please Print)

**THE INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION doing business as MISSIONSQUARE RETIREMENT**

By ______________________________________________
Erica McFarquhar
Assistant Secretary

[An execution copy will be provided via DocuSign]

# Exhibit A

## Administrative Services

The administrative services to be performed by MissionSquare under this Agreement shall be as follows:

(a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through the plan sponsor website.

(b) Establishment of participant accounts for each employee participating in the Plan for whom MissionSquare receives appropriate enrollment instructions. MissionSquare is not responsible for determining if such Plan participants are eligible under the terms of the Plan.

(c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment options offered under the Plan.

(d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.

(e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to MissionSquare through the participant website or the plan sponsor website), beneficiary designation instructions and all other documents concerning each participant's account.

(f) Provision of periodic reports to the Employer through the plan sponsor website. Participants will have access to account information through Participant Services, Voice Response System, the participant website, and text access, and through quarterly statements that can be delivered electronically through the participant website or by postal service.

(g) Communication to participants of information regarding their rights and elections under the Plan.

(h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or MissionSquare are closed for business (including emergency closings)), to assist participants.

(i) Making available access to MissionSquare’s website, to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance.

(j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.

(k) Making available access to MissionSquare's plan sponsor web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. The plan sponsor web site is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance.

(l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website or via form.

(m) MissionSquare is authorized by the Employer to (a) determine whether a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan and (b) establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.

(n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through the participant website.

(o) Guided Pathways Advisory Services – MissionSquare's participant advice service, "Fund Advice", may be made available through a third-party vendor on the terms specified on MissionSquare's website.

(p) MissionSquare is authorized by the Employer to establish an unallocated plan level expense account to function as the Administrative Allowance account, to be invested as Employer directs.

(q) MissionSquare will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.)

City Council Meeting Date: November 3, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Tim Wood, Assistant City Manager

Subject: Adopting User Fees for the Keizer Electric Vehicle Charging Stations

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**Proposed Motion**

I move that the City Council adopt Resolution R2025-____ Adopting User Fees for the Keizer Electric Vehicle Charging Stations.

## I. Summary

The City upgraded the public EV charging infrastructure at City Hall from a legacy Level 1 unit to a Level 2 system with four ports. Establishing a per-kWh user fee will recover electricity, network, and routine maintenance costs, provide a consistent customer experience, and align with Council's practice of setting fees by resolution. The proposal sets the fee at $0.30/kWh and exempts City-owned EVs to support municipal operations and fleet charging. If adopted, staff will configure pricing in the charging network, and begin collections on the effective date.

## II. Background

A. Rate structure and rationale: A per-kWh fee provides transparent, usage-based pricing aligned with how electricity is consumed and how networked chargers meter energy. At $0.30/kWh, the fee is intended to contribute to recovery of electricity, network, and routine maintenance costs while remaining straightforward for users. Based on typical Level 2 charging sessions and average energy delivered per session, staff expects modest annual revenues sufficient to offset a meaningful share of operating costs; actual results will depend on utilization patterns, session length, and time of day.

B. City fleet exemption: The resolution exempts City-owned EVs from the fee when charging at City-owned stations to support operational readiness, emergency response capability, and City program delivery. Sessions will be identified and tracked through the networked charging platform's fleet account and access controls. The exemption is limited to City-owned vehicles and does not extend to contractors or partner agencies unless authorized by a future Council action.

C. Customer experience and operations: The network vendor will display the per-kWh price in the mobile app and on-screen prompts (where available). The per-kWh price can be adjusted by Council in the future if electricity or program costs materially change.

D. Policy consistency: Adopting the fee by resolution is consistent with Council's practice for establishing and amending City fees.

## III. <u>Current Situation</u>

A. A public hearing has been noticed in the Keizertimes to invite comment from the public.

## IV. <u>Analysis</u>

A. **<u>Strategic Impact</u>** - Not Applicable

B. **<u>Financial</u>** - Annual revenue will vary with utilization. For illustration only, if average sessions deliver 12–20 kWh and the station serves 2–6 paid sessions per day across the four ports, annual gross revenue could range approximately from $2,600 to $13,000 at $0.30/kWh. Network service, electricity, and routine maintenance costs will be paid from collected fees and existing operating budgets. Any net positive balance will support facility upkeep and replacements over time.

C. **<u>Timing</u>** - The user fee will become effective upon the adoption of the attached resolution.

D. **<u>Policy/Legal</u>** - Council establishes and amends City fees by resolution as part of its governing authority. While a formal public hearing is not required, state law requires that public comment be accepted.

## V. <u>Alternatives</u>

A. Adopt the resolution as proposed.

B. Amend the rate or exemption and adopt.

C. Take no action.

## VI. <u>Recommendation</u>

Staff recommends the City Council open the public hearing and take testimony. If the Council has no further questions, close the public hearing and adopt the attached Resolution.

## <u>Attachments</u>

1. RES_CC_Electric Vehicle Charging Station User Fees_11 3 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 USER FEES FOR THE KEIZER ELECTRIC VEHICLE CHARGING STATIONS

WHEREAS, the City of Keizer has upgraded the public electric vehicle charging infrastructure at City Hall;

WHEREAS, it has been determined that charging a user fee will help recover electricity, network, and routine maintenance costs;

WHEREAS, the City Council wishes to implement user fees for the Keizer electric vehicle charging stations;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the user fees for the electric vehicle charging stations is $0.30/kWh.

BE IT FURTHER RESOLVED that the fee shall not be charged to the City-owned electric vehicles that support municipal operations.

BE IT FURTHER RESOLVED that the fees adopted herein shall not be changed without prior adoption by the Keizer City Council.



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

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

PASSED this __________ day of _________________, 2025.

SIGNED this __________ day of _________________, 2025.

__________________________________
Mayor

__________________________________
City Recorder



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

City Council Meeting Date: November 3, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Adam Brown, City Manager
Tim Wood, Assistant City Manager

Subject: Solid Waste Rates

---

**Proposed Motion**
I move the City Council adopt Order in the Matter of the Amendment of Rates for Franchise Solid Waste Collection Within the City of Keizer, Effective as of January 1, 2026.

## I. Summary

The City of Keizer regulates solid waste within the City of Keizer through privatization through franchise agreements with two haulers for city residents and businesses. Both haulers have jointly requested that the city raise the rate for residential and commercial customers. The City Council has the authority to raise rates by Order.

The City solid waste haulers would like to request an increase of 2.1% across the board to the rates. Representatives from the haulers are present and willing to answer questions.

## II. Background

A. Keizer's franchised haulers are Loren's Sanitation and Recycling, Inc. and Valley Solid Waste Management Corporation, operating as Valley Recycling & Disposal, Inc. Prior Council actions have considered rate amendments through a noticed public hearing and adopted an Order to amend rates. On June 3, 2024, following a public hearing, Council discussed staging rate adjustments, outreach on discounted rates, and adopted an Order to amend franchise solid waste collection rates with effective dates subsequently refined by motion to August 1, 2024 and January 1, 2025 (with direction to revisit prior to the January date). The record also reflects Council discussion that a public hearing and focused communications are appropriate for these items.

B. In late 2024, Council received updates indicating the waste-to-energy facility closure was imminent, which prompted additional follow-up with haulers regarding system cost pressures and implementation timing. Council continued its follow-up discussion with haulers at the December 16, 2024 meeting, including information that Covanta/Reworld was shutting down at year-end and that tipping fees were still under discussion. These contextual factors inform ongoing rate-setting and communications planning.

C. No rate request was made for July 2025. Tenants of the Recycling Modernization Act have been implemented, which will continue to drive inflation in costs to solid waste haulers.

## III. <u>Current Situation</u>

A. The haulers have communicated with city staff that a rate increase of 2.1% across-the-board to the franchise solid waste collection rates is needed to keep up with new requirements and inflationary costs.

B. According to Loren's and Valley Recycling,

1. The price increase request of 2.1%, effective January 2026, is basically an “inflationary” price increase. July/August inflation averaged 2.8% and the U.S. Consumer Price Index increased 2.9% for the 12 months ending in August of this year. Forecast for the full year 2025 suggest an overall increase of 3.1% on Quarter 4 to Quarter 4 basis.

2. They have taken full advantage of the Recycling Modernization Act, (RMA), and maximized the benefit related to the cost of co-mingling. Before the implementation of RMA in July, they were paying $95/ton for processing and transportation at Re:Source. Our tons are now being processed at the Salem Recycling Center at a cost of zero. They have planned for an expected diversion of 10% back to Re:Source, as the Salem Recycling Center will need to shut down their operations periodically for system/equipment upgrades over the next 12 months.

C. City staff will coordinate with the City’s franchised haulers on customer notification through website updates and social media posts. Consistent with Council direction in 2024, notices will highlight discount/assistance eligibility and how to apply, and will provide examples showing how the 2.1% change affects common residential and commercial service levels.

## IV. <u>Analysis</u>

A. **<u>Strategic Impact</u>** - No strategic impact.

B. **<u>Financial</u>** - This action affects customer charges paid to the franchised haulers; no General Fund impact is anticipated. The 2.1 percent adjustment will increase billed amounts to residential and commercial customers beginning January 1, 2026.

C. **<u>Timing</u>** - Following the public hearing, the council will have the opportunity to vote on the rate increase for January 1, 2026. The haulers will notify customers of the change as soon as council action is taken. No official waiting period is required.

D. **<u>Policy/Legal</u>** -

1. The City Manager is required to provide an analysis of the rate increases. That is provided in this staff report.
2. A public hearing is required to increase rates. That will be completed on

November 3, 2025.
3. Only the City Council can approve the rate changes for solid waste haulers and it must be done by Order.
4. With the requirements for an analysis and public hearing completed on November 3, 2025 the City Council can consider an Order to change the solid waste fees at their regularly scheduled meeting on November 3, 2025 or afterwards.

## V. Alternatives

A. Adopt the attached Order

B. Take No Action - The rate changes cannot be implemented without council approval.

## VI. Recommendation

Staff recommends that Council open the public hearing and take testimony. If Council has no further questions, close the public hearing and adopt the attached Order approving the rate increase for Loren's Sanitation and Valley Solid Waste Management Corp.

## Attachments

1. Order_CC_ Solid Waste Rates 2026_11 3 2025
2. EXH_CC_Solid Waste Rates_11 3 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

ORDER

IN THE MATTER OF THE AMENDMENT OF RATES FOR FRANCHISE SOLID WASTE COLLECTION WITHIN THE CITY OF KEIZER, EFFECTIVE AS OF JANUARY 1, 2026

This matter comes before the Keizer City Council upon the request of Loren's Sanitation and Recycling, Inc. and Valley Solid Waste Management Corp., dba Valley Recycling & Disposal, Inc., Keizer's franchised solid waste/recycling haulers;

IT APPEARING that the certain order entitled "In the Matter of the Amendment of Rates for Franchise Solid Waste Collection Within the City of Keizer, Effective as of August 1, 2024 and January 1, 2025" was adopted on June 3, 2024;

IT FURTHER APPEARING that the certain order entitled "In the Matter of the Amendment of Medical Waste Collection Rates for Franchise Solid Waste Collection Within the City of Keizer, Effective as of August 1, 2025" was adopted on June 2, 2025;

IT FURTHER APPEARING that the franchised solid waste collectors in Keizer have requested a revision of the rates, the City Manager's office of the City of Keizer has investigated and reviewed the proposed solid waste collection rates and has recommended approval of the rates set forth in Exhibit "A" attached hereto;

IT FURTHER APPEARING that the collection rates, charges and services has been considered at a public hearing held at 6:00 p.m., November 3, 2025, by and before the City Council of the City of Keizer;



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

IT FURTHER APPEARING that the City Council of the City of Keizer expressly hereby finds that current projected revenues and expenses are reasonable; the collection rates should be established as set forth in Exhibit “A” attached beginning January 1, 2025 under the column heading “Proposed January 1, 2026 Rate”; and the proposed rates and services will be just, fair, reasonable and sufficient to provide service to the public;

NOW, THEREFORE;

IT IS HEREBY ORDERED that the solid waste collection franchisees in the municipal city limits of the City of Keizer, to wit:

Loren’s Sanitation and Recycling Service, Inc. and Valley Solid Waste Management Corp., dba Valley Recycling & Disposal, Inc. are authorized to charge maximum rates as listed in Exhibit “A” beginning January 1, 2026 under the column heading “Proposed January 1, 2026 Rate”, a copy of which is attached to this Order and by this reference incorporated herein, for solid waste collection service in the City of Keizer.

IT IS HEREBY FURTHER ORDERED that the collection franchisees notify their affected customers prior to implementing the new rates.

IT IS HEREBY FURTHER ORDERED that except as amended herein, all other rates, charges and services shall remain in effect without change.

IT IS HEREBY FURTHER ORDERED that the Order in the Matter of the Amendment of Rates for Franchise Solid Waste Collection Within the City of Keizer,



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

Effective as of August 1, 2024 and January 1, 2025" adopted on June 3, 2024 is hereby repealed on January 1, 2026.

IT IS HEREBY FURTHER ORDERED that the Order in the Matter of the Amendment of Medical Waste Collection Rates for Franchise Solid Waste Collection Within the City of Keizer, Effective as of August 1, 2025" adopted on June 2, 2025 is hereby repealed on January 1, 2026.

IT IS HEREBY FURTHER ORDERED that this Order shall be effective January 1, 2026, until replaced.

PASSED this ____________ day of ____________________, 2025.

SIGNED this ____________ day of ____________________, 2025.

___________________________________
Mayor

___________________________________
City Recorder



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

# FRANCHISED SOLID WASTE COLLECTION RATES

**CITY OF KEIZER - Proposed Rate Change Effective January 1, 2026**

| | 2025 Rate | Proposed January 1, 2026 Rate |
|---|---|---|
| **(1) RESIDENTIAL - CURB SIDE CART SERVICE PACKAGES** | 20.84 | 21.28 |
| **(A) 20 gallon solid waste cart service only** | | |
| This service includes recycling | | |
| | | |
| **(B) 20 gallon solid waste cart service** | 31.19 | 31.84 |
| Service consists of one 20 gallon solid waste cart collected weekly, one 95 gallon mixed recycle cart collected bi-weekly, and one 95 gallon organic cart collected weekly | | |
| | | |
| **(C) 35 gallon solid waste cart service** | 34.37 | 35.09 |
| Service consists of one 35 gallon solid waste cart collected weekly, one 95 gallon mixed recycle cart collected bi-weekly, and one 95 gallon organic cart collected weekly | | |
| Each occasional extra pick up (17 gallon equals 30lbs.) | 3.81 | 3.89 |
| Each occasional extra pick up (35 gallon equals 60lbs.) | 7.60 | 7.76 |
| Additional 35 gallon solid waste cart collected weekly | 17.19 | 17.55 |
| | | |
| **(D) 65 gallon solid waste cart service** | | |
| Service consists of one 65 gallon solid waste cart collected weekly, one 95 gallon mixed recycle cart collected bi-weekly, and one 95 gallon organic cart collected weekly | 46.03 | 47.00 |
| Each occasional extra pick up (17 gallon equals 30lbs.) | 3.81 | 3.89 |
| Each occasional extra pick up (35 gallon equals 60lbs.) | 7.60 | 7.76 |
| Additional 65 gallon solid waste cart collected weekly | 27.62 | 28.20 |
| | | |
| **(E) 95 gallon solid waste cart service** | | |
| Service consists of one 65 gallon solid waste cart collected weekly, one 95 gallon mixed recycle cart collected bi-weekly, and one 95 gallon organic cart collected weekly | 53.56 | 54.68 |
| Each occasional extra pick up (17 gallon equals 30lbs.) | 3.81 | 3.89 |
| Each occasional extra pick up (35 gallon equals 60lbs.) | 7.6 | 7.76 |
| Additional 95 gallon solid waste cart collected weekly | 40.17 | 41.01 |
| | | |
| **(F) Residential "On Call" service** | 9.53 | 9.73 |
| Service includes one 35 gallon solid waste cart only. No yard debris or recycling service included. | | |
| | | |
| **(G) Other Fees and Services** | | |
| Extra Yard Debris Cart - for full service residential customers only - per cart | 8.93 | 9.12 |
| Yard Debris Cart Only Service - for residential and non-residential services rate | 17.01 | 17.37 |
| Contamination Fee | 15.32 | 15.64 |
| Commingle Recycle Cart Only Service - for residential and non-residential customers rate | 17.12 | 17.48 |
| Senior Citizen / Disabled Head of Household discount off residential package if qualified as noted below* | 20% | 20% |

*Customer must apply for and be approved for the City of Keizer Rate Assistance Program.
Customer must provide proof of approved status on Rate Assistance Program each year.
Once approved, 20% discount is applied to residential service package.

# FRANCHISED SOLID WASTE COLLECTION RATES

**CITY OF KEIZER - Proposed Rate Change Effective January 1, 2026**

| | 2025 Rate | Proposed January 1, 2026 Rate |
|---|---|---|
| **(2) RESIDENTIAL-MULTI FAMILY & MOBILE HOME PARKS** | | |
| (1) 4 Units or less | | |
| 20 gallon: full service | 27.38 | 27.95 |
| 20 gallon: opt-out yard debris | 19.64 | 20.05 |
| 35 gallon: full service | 30.16 | 30.79 |
| (2) 5 Units or more - single billing | | |
| 20 gallon: no yard debris | 19.48 | 19.89 |
| 35 gallon: no yard debris | 22.09 | 22.55 |

**Residential Full Service Includes:**

Haulers will make available color-coded calendar for each customer that specifies bi-weekly collection schedule
Haulers provide automated roll carts - included in service price
Customers will not place larger items or over fill cart. Overfilled carts will be charged accordingly.
Customers will not place hazardous chemicals, paint, corrosive materials or **hot ashes** into the carts
Roll cart service may not be appropriate for customers that do not provide access to the cart (for automated equipment) - or for non-compliance with restrictions outlined above.
Damaged carts will be billed at replacement cost
A vacation credit shall be given for Customers who stop service for a period of three consecutive weeks or longer. Not to exceed 2 times per year.

**Maximum Cart Weights**

20 gallons - 40 lbs per week
35 gallons - 60 lbs per week
65 gallons - 120 lbs per week
95 gallons - 150 lbs per week

# FRANCHISED SOLID WASTE COLLECTION RATES

**CITY OF KEIZER - Proposed Rate Change Effective January 1, 2026**

| | 2025 Rate | Proposed January 1, 2026 Rate |
|---|---|---|
| **(3) COMMERCIAL ROLL CART SERVICE** | | |
| Commercial 35 gallon roll cart - curb | 24.03 | 24.53 |
| Commercial 65 gallon roll cart - curb | 34.22 | 34.94 |
| Commercial 65 gallon food waste | 16.87 | 17.22 |
| Commercial 95 gallon roll cart - curb | 44.39 | 45.32 |

**Haulers to provide automated roll carts** - included in service price
**Customers will not place larger items or over fill cart** (lid must close completely prior to collection)
Customers will not place hazardous chemicals, paint, corrosive materials or **hot ashes** into the carts
Roll cart service may not be appropriate for customers that do not provide access to the cart (for automated equipment) - or for non-compliance with restrictions outlined above.
Commercial roll cart service includes one 95 gallon commingle cart - any additional carts will be billed at $2.00/month per cart
Cardboard service provided with container service
Cardboard service provided with cart services will be billed $10.00 per month container rental fee.

**Maximum Cart Weights**

35 gallons - 60 lbs per week | 65 gallons - 120 lbs per week | 95 gallons - 150 lbs per week

**(A) BUNDLES, BOXES, SACKS, OR OVERFILLED CARTS**
Rate based on volumes equivalent to 35 gallon cart

| **(4) CONTAINER SERVICE** - Weekly Service, Monthly Rate | | 2025 Rate | Proposed January 1, 2026 Rate |
|---|---|---|---|
| **(A) CONTAINER - MANUAL FRONT LOAD - LOOSE** | | | |
| One yard | First stop | 94.44 | 96.42 |
| | Each added stop | 84.44 | 86.42 |
| One & one-half yard | First stop | 132.88 | 135.67 |
| | Each added stop | 122.88 | 125.67 |
| Two yard | First stop | 170.28 | 173.86 |
| | Each added stop | 160.28 | 163.86 |
| Three yard | First stop | 244.26 | 249.39 |
| | Each added stop | 234.26 | 239.39 |
| Four yard | First stop | 310.14 | 316.65 |
| | Each added stop | 300.14 | 306.65 |
| Five yard | First stop | 379.35 | 387.32 |
| | Each added stop | 369.35 | 377.32 |
| Six yard | First stop | 445.79 | 455.15 |
| | Each added stop | 435.79 | 445.15 |
| Eight Yard | First stop | 551.77 | 563.36 |
| | Each added stop | 541.77 | 553.36 |

# FRANCHISED SOLID WASTE COLLECTION RATES

**CITY OF KEIZER - Proposed Rate Change Effective January 1, 2026**

| | | 2025 Rate | Proposed January 1, 2026 Rate |
|---|---|---|---|
| **(B) CONTAINER - AUTOMATED FRONT LOAD - LOOSE** | | | |
| Two yard | First stop | 156.36 | 159.64 |
| | Each added stop | 146.06 | 149.64 |
| Three yard | First stop | 203.35 | 207.62 |
| | Each added stop | 193.05 | 197.62 |
| Four yard | First stop | 266.01 | 271.60 |
| | Each added stop | 256.01 | 261.60 |
| Five yard | First stop | 330.03 | 336.96 |
| | Each added stop | 320.03 | 326.96 |
| Six yard | First stop | 389.77 | 397.96 |
| | Each added stop | 379.77 | 387.96 |
| Eight Yard | First stop | 514.08 | 524.88 |
| | Each added stop | 504.08 | 514.88 |

One time container locking fee $162.00/per container
Hauler may, at their discretion, include a "no fee/no key" lock on recycling containers
Container delivery fee - $30.00 for container use on short term rental basis

| **(C) RESIDENTIAL SPECIAL CLEAN-UP CONTAINER** | | 2025 Rate | Proposed January 1, 2026 Rate |
|---|---|---|---|
| Two yard | First stop | 80.98 | 82.68 |
| | Each added stop | 46.41 | 47.38 |
| Container must be accessible to truck: weight limit 750 lbs | | | |
| Three yard | First stop | 124.90 | 127.52 |
| | Each added stop | 88.59 | 90.45 |
| Container must be accessible to truck: weight limit 1000 lbs | | | |

**(D) CONTAINER - COMPACTED**

Customer supplies the compactor and container. Rate for first and added stop is triple the rate for same size container for shredded, altered or mechanically compacted waste.

**(5) DROP BOX SERVICE / COMPACTOR**

All rates are plus disposal fee, rental charges, and mileage, where applicable
Minimum service: 10 cubic yard

| **(A) LOOSE MATERIAL** | | | 2025 Rate | | Proposed January 1, 2026 Rate |
|---|---|---|---|---|---|
| 10 yard | Temp box delivery fee | 38.90 | 172.05 | 75.00 | 175.66 |
| 20 yard | Temp box delivery fee | 38.90 | 173.93 | 75.00 | 177.58 |
| 30 yard | Temp box delivery fee | 38.90 | 204.39 | 75.00 | 208.68 |
| 40 yard | Temp box delivery fee | 38.90 | 262.92 | 75.00 | 268.44 |

| | 2025 Rate | Proposed January 1, 2026 Rate |
|---|---|---|
| **(B) COMPACTED MATERIAL** | | |
| Cost per yard for service (25 YD MINIMUM) | | |
| Customer supplies compactor or box (per yd for first 25 yds) | 8.46 | 8.64 |
| Minimum | 211.50 | 216.00 |
| Disposal fee x 1.11% the cost of disposal ticket | | |
| **(C) ADDITIONAL CHARGES** | | |
| Rental per day, after first 48 hours | 9.07 | 9.26 |
| Monthly rental | 93.37 | 95.33 |
| Mileage charge for more than five mile radius from base station, per running mile | 1.46 | 1.49 |

# FRANCHISED SOLID WASTE COLLECTION RATES

**CITY OF KEIZER - Proposed Rate Change Effective January 1, 2026**

**(6) MEDICAL WASTE COLLECTION RATES**

(A) Services provided by Marion Environmental Service

| **Commercial Medical Waste Collection Rate** | | **Current Rate** | **Rate August 1, 2025** | **Rate August 1, 2025** |
|---|---|---|---|---|
| | Heavy Volume | Low Volume | Heavy Volume | Low Volume |
| | 60+ Boxes | 1-59 Box | 60+ Boxes | 1-59 Box |
| 20 Gallon Bx/Bg Keizer | 17.50 | 23.00 | 33.35 | 44.95 |
| Ea. Addtl. 20 Gallon Bx/Bg Keizer | | | | |
| 35 Gallon Bx/Bg Keizer | 19.50 | 26.00 | 37.35 | 48.95 |
| Ea. Addtl. 35 Gallon Bx/Bg Keizer | | | | |
| **Salem Hospital - Pick-up only - No Box/Bag Supplied** | | | **Rate August 1, 2025** | |
| 20 Gallon Bx/Bg Keizer | 8.10 | | 8.10 | |
| 35 Gallon Bx/Bg Keizer | 8.67 | | 8.67 | |
| **Items Purchased** | | | | |
| **Lids** | | | | |
| 20 Gallon ~ 35 Gallon Lids | 4.40 | | 4.40 | |
| **Sharps** | | | | |
| Sharps Containers | 7.90 | | 7.90 | |
| Haulers Sharps Case | 179.50 | | 179.50 | |
| Haulers Sharps Containers | 4.50 | | 4.50 | |

| **Box/Bags** | Current Rate | Rate August 1, 2025 |
|---|---|---|
| 20 Gallon Bag only | 1.20 | 1.20 |
| 20 Gallon Box only | 5.85 | 5.85 |
| 20 Gallon Box~Bag | 7.05 | 7.05 |
| 20 Gallon Bags per case/100 | 117.80 | 117.80 |
| 35 Gallon Bag only | 1.75 | 1.75 |
| 35 Gallon Box only | 6.70 | 6.70 |
| 35 Gallon Box~Bag | 8.45 | 8.45 |
| 35 Gallon Bags per case/100 | 173.90 | 173.90 |
| **Storage Container Rental** | | |
| Monthly Renal | 24.70 | 24.70 |

Minimum $30.00/$100.00 Hourly Rate Trip Charge = $1.66 per minute

| | Current Rate | **Proposed Rate** |
|---|---|---|
| (B) RESIDENTIAL BIO-MEDICAL SHARPS CONTAINER (OAR 437-02-360) | 14.01 | 14.30 |

One gallon specially designed container, delivered to the door. To be used until filled and then collected by hauler separately from municipal solid waste. May not be left at the curb for pick up.

# FRANCHISED SOLID WASTE COLLECTION RATES

**CITY OF KEIZER - Proposed Rate Change Effective January 1, 2026**

**(7) SPECIAL SERVICES AND MISCELLANEOUS SERVICES**

If debris exceeds 10 yards, use drop box at hauler's discretion. Unless noted, prices reflect disposal only, trip charges may apply.

| | | |
|---|---|---|
| **CALL BACK SERVICE** | 12.31 | 12.57 |

**(A) JANITORIAL SERVICES, CALL BACKS, AND OTHER SPECIAL SERVICES**

| | Current | **Proposed January 1, 2026** | Current | **Proposed January 1, 2026** |
|---|---|---|---|---|
| All fees in addition to disposal | One Man | One Man | Two Man | Two Man |
| 1/4 hour | 36.91 | 37.69 | 49.20 | 50.23 |
| 1/2 hour | 73.80 | 75.35 | 98.41 | 100.48 |
| 3/4 hour | 110.71 | 113.03 | 147.61 | 150.71 |
| 1 hour | 147.61 | 150.71 | 196.81 | 200.94 |

All fees in addition to disposal charged at $13.00 per yard

| | |
|---|---|
| Maximum trip charge | 31.95 |

**(B) TIRES**

| | Current rate | **Proposed January 1, 2026** rate |
|---|---|---|
| Passenger tires (up to 16") | 7.38 | 7.53 |
| Passenger tires (up to 16") w/rims | 9.84 | 10.05 |
| Truck tires | 17.22 | 17.58 |
| Truck tires w/rims | 29.53 | 30.15 |

Tractor tires - special service and disposal rates apply

# FRANCHISED SOLID WASTE COLLECTION RATES

**CITY OF KEIZER - Proposed Rate Change Effective January 1, 2026**

**(C) LARGE MAJOR APPLIANCES AND FURNITURE**

| | 2025 Rate | Proposed January 1, 2026 Rate |
|---|---|---|
| Appliances $10.00 - $15.00 service fee for large appliances - plus cost for freon removal, and hourly labor to remove and dispose. | | |
| Special items: | | |
| 1.) large furniture (couch, dresser, etc.) | 18.00 - 25.00 | 18.00 - 25.00 |
| 2.) small furniture (arm chair) | 11.00 - 18.00 | 11.00 - 18.00 |
| 3.) hide-a-bed | 24.00 - 30.00 | 24.00 - 30.00 |
| 4.) table & 3-4 chairs | 11.53 | 11.53 |
| 5.) mattresses | | |
| twin | 10.08 | 10.08 |
| twin box spring | 9.38 | 9.38 |
| full/queen | 12.97 | 12.97 |
| full/queen box spring | 11.53 | 11.53 |
| king | 15.84 | 15.84 |
| double twin box spring for king | 14.41 | 14.41 |
| (rates increase if items are wet) | | |
| 6.) bathtub/sink/toilet | | |
| fiberglass tub/shower | 15.00 - 20.00 | 15.00 - 20.00 |
| cast iron tub/shower | will quote | will quote |
| sink/toilet | 7.00 - 12.00 | 7.00 - 12.00 |
| double sinks | will quote | will quote |
| 7.) hot water heaters | 13.00 - 21.00 | 13.00 - 21.00 |
| 8.) carpets | will quote | will quote |
| 9.) computers & peripherals | 16.00 | 16.00 |
| 10.) televisions & monitors 15-20" | 16.00 | 16.00 |
| 20-32" | 22.14 | 22.14 |
| 32" | 28.30 | 28.30 |
| larger | will quote | will quote |

**(8) RESTART (delinquent customers)**

| | 2025 Rate | Proposed January 1, 2026 Rate |
|---|---|---|
| Restart delinquent account fee | 12.31 | 12.31 |
| Precise charge for receptacle pick-up and return, all areas: | | |
| per set of carts | 30.75 | 30.75 |
| per container | 30.75 | 30.75 |
| per drop box | 30.75 | 30.75 |

City Council Meeting Date: November 3, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Tim Wood, Assistant City Manager

Subject: Grant Agreement with the State of Oregon to receive $750,000 for the Keizer Rapids Park Synthetic Turf Field Phase 3 Project.

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**Proposed Motion**

I move that the City Council adopt Resolution R2025-____ Authorizing City Manager to Sign Grant Agreement for Keizer Rapids Park Synthetic Turf Field Project (Phase III).

## I. Summary

This action authorizes the City Manager to execute a grant agreement with the State of Oregon to receive $750,000 in funding for Keizer Rapids Park Synthetic Turf Field Phase 3. The grant proceeds will be used to advance the next phase of synthetic turf improvements consistent with the City's phased plan for the field complex at Keizer Rapids Park. The City's standard practice is to authorize execution of intergovernmental/grant agreements by resolution and designate the responsible official to sign and administer the agreement.

## II. Background

A. Keizer has advanced multi-phase improvements at Keizer Rapids Park to expand community athletic capacity and year-round field usability; synthetic turf phases have been sequenced as funding has become available.

B. The next phase (Phase 3) of the synthetic turf project has been scoped to build on prior phases' site preparation, drainage, and surfacing to increase playable hours and reliability in wet seasons.

## III. Current Situation

A. The State of Oregon has offered a $750,000 grant award to the City for Keizer Rapids Park Synthetic Turf Field Phase 3, contingent on Council authorization to execute the grant agreement. The agreement is ready for City execution and implementation upon adoption of the authorizing resolution.

B. Upon authorization, staff will execute the grant agreement, complete any remaining compliance steps, and proceed with the procurement and delivery schedule aligned to Phase 3. If budget appropriations require adjustment to recognize grant revenue/expenditures, staff will return with a supplemental budget at the next available meeting.

## IV. Analysis

A. **Strategic Impact** - The project expands year-round athletic field capacity, supports youth sports and community recreation, and advances a high-priority City parks investment consistent with adopted plans and prior Council direction on phased improvements at Keizer Rapids Park.

B. **Financial** - The grant provides $750,000 in revenue to support Phase 3. If a local match or additional funding is needed to complete the full scope, staff will identify appropriate sources (e.g., Parks capital funds/SDCs or other grants) and bring any supplemental budget adjustments forward as needed.

C. **Timing** - Authorizing execution now allows the City to meet grant timelines, finalize any compliance steps, and align construction with seasonal windows for turf installation. If the grant has an expenditure or completion deadline, staff will schedule procurement and delivery to meet those dates and report progress during implementation.

D. **Policy/Legal** - Council authorization is required for intergovernmental/grant agreements; Keizer adopts such authorizations by resolution with clear delegation to the City Manager and identification of the project purpose and dollar amount. The resolution should also authorize the City Manager or designee to take administrative steps necessary to implement the agreement.

## V. Alternatives

A. Adopt the resolution authorizing the City Manager to execute the State of Oregon grant agreement for $750,000 and proceed with phase 3.

B. Take no action, which would delay or jeopardize the reception of the $750,000 grant and delay Phase 3 delivery until another funding opportunity can be identified.

## VI. Recommendation

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager to enter into a grant agreement with the State of Oregon to receive $750,000 for Keizer Rapids Park Synthetic Turf Field Phase 3.

## Attachments

1. RES_CC_Authorizing City Manager to Sign Grant Agreement -Keizer Rapids Turf Fields Phase III_11 3 2025
2. Att_CC_Grant Agreement KRP Turf Field Phase 3_11 03 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 CITY MANAGER TO SIGN GRANT AGREEMENT FOR KEIZER RAPIDS PARK SYNTHETIC TURF FIELDS PROJECT (PHASE III)

WHEREAS, the State of Oregon, acting by and through its Department of Administrative Services has awarded a grant to the City to assist in the Keizer Rapids Park Synthetic Turf Fields (Phase III) project;

WHEREAS, the total grant amount is $750,000;

WHEREAS, the City wishes to enter into the attached grant agreement;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is authorized to sign the attached Grant Agreement for $750,000 to assist with the Keizer Rapids Park Synthetic Turf Fields (Phase III) project.

BE IT FURTHER RESOLVED that if matching funds for this project are identified, a supplemental budget adjustment will be brought before the City Council.

BE IT FURTHER RESOLVED that the City Manager or designee is authorized to take any administrative actions necessary to implement the agreement.



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

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

PASSED this __________ day of _________________, 2025.

SIGNED this __________ day of _________________, 2025.

__________________________________
Mayor

__________________________________
City Recorder



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

# GRANT AGREEMENT

Title: House Bill 5006 (2025 Regular Session) General Fund Grant

Agreement Number: 107-2025-5006-32

This grant agreement ("Agreement"), dated as of the date the Agreement is fully executed, is made by the State of Oregon, acting by and through its Department of Administrative Services ("DAS" or "State"), and City of Keizer ("Recipient"). This Agreement becomes effective only when fully signed and approved as required by applicable law (the "Effective Date") and, unless earlier terminated, expires on June 30, 2027 (the "Expiration Date"). The period from the Effective Date through the Expiration Date is hereinafter referred to as the "Grant Term."

Pursuant to the Oregon Laws 2025, chapter 628, section 111(19) (the "Authorization"), the Oregon Legislature appropriated $750,000 from the General Fund for a grant to Recipient for the Keizer Rapids Park Synthetic Turf Fields Project.

## SECTION 1 – GRANT

DAS shall provide Recipient, and Recipient shall accept from DAS, a grant (the "Grant") in the amount of $750,000.

Conditions Precedent. DAS's obligations are subject to the receipt of the following items, in form and substance satisfactory to DAS and its counsel:

(1) This Agreement duly signed by an authorized officer of Recipient; and

(2) Such other certificates, documents, opinions and information as DAS may reasonably require.

## SECTION 2 – DISBURSEMENT

A. Full Disbursement. Upon satisfaction of all conditions precedent, DAS shall disburse the full Grant to Recipient.

B. Condition to Disbursement. DAS has no obligation to disburse funds unless, in the reasonable exercise of its administrative discretion, it has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement

## SECTION 3 - USE OF GRANT

A. Use of Grant Moneys. Recipient shall use the Grant for the Keizer Rapids Park Synthetic Turf Fields Project (the "Project").

B. Costs Paid for by Others. Recipient may not use any of the Grant to cover costs to be paid for by another State of Oregon agency or any third party.

## SECTION 4 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to DAS:

A. Organization and Authority.

(1) Recipient is a city, validly organized and existing under the laws of the State of Oregon.

(2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Agreement, (b) incur and perform its obligations under this Agreement, and (c) receive the Grant funds.

(3) This Agreement has been authorized by an ordinance, order or resolution of Recipient's governing body.

(4) This Agreement has been duly executed by Recipient, and when executed by DAS, is legal, valid and binding, and enforceable in accordance with their terms.

B. Full Disclosure. Recipient has disclosed in writing to DAS all facts that materially adversely affect its ability to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement is true and accurate in all respects.

C. Pending Litigation. Recipient has disclosed in writing to DAS all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the ability of Recipient to perform all obligations required by this Agreement.

D. No Defaults. No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Agreement.

E. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Agreement will not: (i) cause a breach of any agreement or instrument to which Recipient is a party; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient or its properties or operations.

F. Compliance with Tax Laws. Recipient is not in violation of any state taxes administered by the Department of Revenue under the tax laws of this state and local taxes administered by the Department of Revenue under ORS 305.620. For purposes of this Agreement, Oregon tax laws do not include ad valorem property taxes collected by counties.

## SECTION 5 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify DAS of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.

B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Agreement and Recipient's use of the Grant funds. Without limiting the generality of the foregoing, Recipient shall comply with the following:

1. The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870 and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, "PWR"). If applicable, Recipient shall:
    a. comply with PWR, require its contractors and subcontractors to pay the applicable PWR and to comply with all other Oregon Bureau of Labor and Industries ("BOLI")

requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;

b. pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project; and
c. Recipient represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
d. Pursuant to ORS 279C.817, Recipient may request that the Commissioner of BOLI make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

C. Quarterly Progress Reports. Recipient must submit to DAS (ATTN: CFO.Grants@das.oregon.gov) quarterly progress reports (each a "Progress Report") until Grant funds are fully expended. A Progress Report for each calendar quarter is due within 15 days of the quarter's end (that is, no later than each of January 15, April 15, July 15 and October 15) using the Progress Report Form provided by DAS, to include:

(1) Brief description of the Project, status, and projected completion date;
(2) Timeline for major Project deliverables, milestones, goals and status;
(3) Brief description of challenges, barriers and planned solutions;
(4) Grant funds spent to date, listed by expense category; and
(5) With the final report additionally to include measurable outcomes achieved.

D. Books and Records. Recipient shall keep accurate books and records of the uses of the Grant and maintain them according to generally accepted accounting principles.

E. Inspections; Information. Recipient shall permit DAS and any party designated by DAS to inspect and make copies, at any reasonable time, of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. Recipient shall supply any related reports and information as DAS may reasonably require.

F. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement for a minimum of six years beyond the later of the final and total expenditure or disposition of the Grant. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

G. Notice of Default. Recipient shall give DAS prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.

H. Indemnification.

1) ***RECIPIENT SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS, THE STATE OF OREGON, THE OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES, AND THEIR RESPECTIVE OFFICERS, MEMBERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES LIABILITIES, COSTS (INCLUDING ATTORNEYS' FEES) AND EXPENSES OF ANY NATURE WHATSOEVER RESULTING FROM, ARISING OUT OF, OR RELATING TO THE INTENTIONAL MISCONDUCT, OR RECKLESS OR NEGLIGENT ACTS OR OMISSIONS***

***OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.***

2) State shall reasonably cooperate in good faith, at Recipient's reasonable expense, in the defense of a covered claim. Recipient shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claim and all costs of such counsel shall be borne by Recipient. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before such counsel may act in the name of, or represent the interests of, State, its officers, employees or agents. State may elect to assume its own defense with an attorney of its own choice at any time State determines important governmental interests are at stake. If State assumes its own defense, Recipient will be liable for the attorney fees of State, including but not limited to any fees charged by the Oregon Department of Justice. State agrees to promptly provide Recipient with notice of any claim that may result in an indemnification obligation hereunder. Subject to the limitations noted above, Recipient may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of State, which consent shall not be unreasonably withheld, conditioned or delayed.

## SECTION 6 - DEFAULTS

Any of the following constitutes an "Event of Default":

A. Any false or misleading representation is made by or on behalf of Recipient, in this Agreement or in any document provided by Recipient related to this Grant.

B. Recipient fails to perform any obligation required under this Agreement, other than those referred to in subsection A of this section 6, and that failure continues for a period of 10 business days after written notice specifying such failure is given to Recipient by DAS. DAS may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

## SECTION 7 - REMEDIES

A. Remedies. Upon any Event of Default, DAS may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:

(1) Terminating DAS's commitment and obligation to make the Grant.

(2) Barring Recipient from applying for future awards.

(3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Agreement.

(4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.

(5) Terminating the Agreement.

B. Application of Moneys. Any moneys collected by DAS pursuant to section 7.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by DAS; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Agreement, if any.

C. No Remedy Exclusive; Waiver; Notice. No remedy available to DAS is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. DAS is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 7 of this Agreement.

## SECTION 8 - MISCELLANEOUS

A. Time is of the Essence. Recipient agrees that time is of the essence under this Agreement.

B. Relationship of Parties; Successors and Assigns; No Third-Party Beneficiaries.

(1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.

(2) Nothing in this Agreement gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.

(3) This Agreement will be binding upon and inure to the benefit of DAS, Recipient, and their respective successors and permitted assigns.

(4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Agreement without the prior written consent of DAS. DAS may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to DAS, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of DAS's counsel. Any approved assignment is not to be construed as creating any obligation of DAS beyond those in this Agreement, nor does assignment relieve Recipient of any of its duties or obligations under this Agreement. For the avoidance of doubt, nothing in this Section 8.B(4) prevents Recipient from distributing Grant funds to contractors or subgrantees for the project purposes described in Section 3 of this Agreement.

C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:

(1) DAS makes no warranty or representation.

(2) In no event are DAS or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Agreement.

D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or DAS at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to DAS: Oregon Department of Administrative Services
ATTN: Kat Walter, Grant Coordinator
155 Cottage St. NE
Salem OR 97301
CFO.Grants@das.oregon.gov

If to Recipient: City of Keizer
ATTN: Adam Brown
930 Chemawa Rd. NE
PO Box 21000
Keizer, OR 97307
browna@keizeror.gov

E. No Construction against Drafter. This Agreement is to be construed as if the parties drafted it jointly.

F. Severability. If any term or condition of this Agreement is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

G. Amendments, Waivers. This Agreement may not be amended without the prior written consent of DAS (and when required, the Department of Justice) and Recipient. This Agreement may not be amended in a manner that is not in compliance with the Authorization. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Agreement is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to DAS by its attorneys.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Agreement (including all exhibits, schedules or attachments, if any) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.

K. Survival. The following provisions survive expiration or termination of this Agreement: Sections 5.C., 5.E., 5.F., 5.H., 6, 7, 8.H., 8.I and 8.K, and all provisions of this Agreement that by their terms are intended to survive.

L. Execution in Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

| | |
|---|---|
| **STATE OF OREGON**<br>acting by and through its<br>Department of Administrative Services | **RECIPIENT**<br>City of Keizer |
| By: ________________________ | By: ________________________ |
| Date: ________________________ | Date: ________________________ |

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

//s// AAG Devon Thorson via email dated 10/23/2025
Assistant Attorney General

City Council Meeting Date: November 3, 2025

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Adam Brown, City Manager

Subject: RESOLUTION - Authorizing City Manger to Sign Letter of Intent with Akemveer Real Estate LLC (Keizer Station Area C-1)

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**Proposed Motion**

I move that the Keizer City Council adopt Resolution R2025-_____ Authorizing City Manager to Sign Letter of Intent with Akemveer Real Estate LLC (Keizer Station Area C-1).

## I. Summary

The proposed action would authorize the City Manager to execute a preliminary, non-binding Letter of Intent (LOI) concerning approximately 3.8 acres located at 5620–5780 McLeod Ln NE and 2115–2289 Chemawa Rd NE in Keizer and are owned by the City, North Pacific Tf and John E. Batzer, Tre., and SM3KZR LLC. The LOI would set forth the basic framework to negotiate a definitive agreement (i.e. purchase and sale agreement) with the counterparty and establish a target timeline for returning to Council with final terms for consideration and approval. Approval of the LOI does not finalize a transaction; it initiates structured negotiations and due diligence to evaluate feasibility, public benefits, and alignment with Council goals.

## II. Background

A. The subject properties total approximately 3.8 acres across addresses fronting McLeod Ln NE and Chemawa Rd NE within the City of Keizer. The City has been reviewing options for the sale of this property to support Council priorities, including economic development, responsible disposition/partnerships, and long-term tax base enhancement.

## III. Current Situation

A. Advancing an LOI at this stage allows staff and the counterparty to organize due diligence and refine key terms for a subsequent definitive purchase and sale agreement that will return to Council for approval. The LOI is intended to clarify intent, roles, preliminary conditions, and a negotiation window, while deferring specific legal/business terms to the forthcoming agreement. The City Attorney has requested that additional terms be included in the LOI. Therefore, the LOI attached is still in draft form.

## 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** -
Immediate: Approval of the LOI is expected to have minimal direct fiscal impact and primarily involves staff time for negotiation and due diligence. Any third-party studies or transaction-related costs, if needed, would be managed within existing appropriations or brought forward separately for approval.

Future/Anticipated: The definitive agreement will yield proceeds from private investment and long-term property tax growth. The proceeds will be split proportionally between the City and the other property owner.

C. **Timing** - The approval of the LOI initiates the collaboration on the purchase and sale agreement.

D. **Policy/Legal** - Only the Council has the authority to sell city-owned lands.

## V. Alternatives

A. Adopt the attached Resolution authorizing the City Manager to sign the Letter of Intent in final form. The Letter of Intent can be executed by all 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 approval by the Keizer City Council to adopt Resolution R2025-_____authorizing the city manager to sign the letter of intent to sell the property to Akemveer Real Estate LLC (Keizer Station Area C1).

**Attachments**

1. RES_CC_Letter of Intent - Akemveer Real Estate LLC - KS Area C-1_11 3 2025
2. Doc_CC_5620-5780 McLeod Ln NE - LOI - Akemveer Real Estate LLC_11 3 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 CITY MANAGER TO SIGN LETTER OF INTENT WITH AKEMVEER REAL ESTATE LLC (KEIZER STATION AREA C-1)

WHEREAS, the City received a Letter of Intent from AJ Nash dated October 8, 2025 on behalf of Akemveer Real Estate LLC;

WHEREAS, such Letter of Intent sets forth the general terms and conditions upon which the parties may agree to the final terms of a Purchase and Sale Agreement to allow Akemveer Real Estate LLC to develop energy station and food related business uses in Keizer Station Area C-1 (McLeod and Chemawa);

WHEREAS, AJ Nash presented the Letter of Intent to the City and desires that the City agree and accept the Letter of Intent;

WHEREAS, the Letter of Intent is in draft form;

WHEREAS, the City Council has considered the matter and wishes to proceed with a final Letter of Intent that has been approved by the City Attorney;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is authorized to sign a Letter of Intent with Akemveer Real Estate LLC that contains the terms outlined in the attached hereto after the City Attorney has added needed legal references and approves the form of the Letter of Intent.



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

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

PASSED this __________ day of _________________, 2025.

SIGNED this __________ day of _________________, 2025.

__________________________________
Mayor

__________________________________
City Recorder



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

October 8, 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 3.8 acres of land located at 5620-5780 McLeod Ln NE, and 2115-2289 Chemawa Rd NE in Keizer OR

Dear City of Keizer,

This agreement (Letter of Intent) outlines general terms and conditions upon which **Akemveer Real Estate LLC** (the "Buyer") is prepared to enter negotiations with **City of Keizer, North Pacific Tr & John E. Batzer, Tre, and SM3KZR LLC** (the "Seller"). The terms set forth in this letter will not become binding until a "Purchase and Sale Agreement" is negotiated and signed by all parties.

**General Offer Terms**

**Property:** Approximately 3.8 acres of Land (See Exhibit 1) located at 5620-5780 McLeod Ln NE and 2115-2289 Chemawa Rd NE in Keizer OR

**Purpose:** Develop energy station & food related business uses allowed within the current zone code and master plan.

**Offering Price:** The purchase price for the Property shall be full market value in accordance with the MAI appraisal, payable in cash or immediately available funds at the closing of the purchase and sale (the "Closing") as contemplated herein

**Deposit:** $50,000 Cash in escrow.

**Conditions:** To be completed by developer, at developer sole expense

- ❖ Due Diligence & Feasibility (90 calendar days)

**Due Diligence Period:** Buyer shall have 90 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. The period can be extended if the project is delayed as a result of the City's processes.

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:** A commission of no more than 3% fee to be paid by Seller, to Buyer's broker.

**Non-Binding Effect:** This Letter of Intent, except where expressly provided herein, does not represent an offer by Akemveer Real Estate 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 fifteen (15) business days from presentation

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:
Akemveer Real Estate LLC

Seller:
City of Keizer

By: ______________________________

By: ________________________________

Date: _____________________________

Date: ______________________________

## EXHIBIT 1

Subject Property

Eight Parcels totaling approximately 3.8 acres located at
5620-5780 McLeod Ln NE, and 2115-2289 Chemawa Rd NE in Keizer OR